United States Court of Appeals

for the Second Circuit

APPENDIX

ORIGINAL 77-7210

77-7244

United States Court of Appeals

For the Second Circuit.

THE SPRAGUE & RHODES COMMODITY CORP.,
Plaintiff,

against

S. S. TORONTO, her engines, etc., WILH WILHELMSEN and BARBER STEAMSHIP LINES, INC., and BARBER LINES A/S,
Defendants, Third-Party Plaintiffs-Appellees,

against

PITTSTON STEVEDORING CORP.,
Third-Party Defendant-Appellant.

ON APPEAL BY THIRD-PARTY DEFENDANT FROM FINAL JUDGMENT IN FAVOR OF DEFENDANTS, THIRD-PARTY PLAINTIFFS AGAINST THIRD-PARTY DEFENDANT.

JOINT APPENDIX.

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SYMMERS, FISH & WARNER
Attorneys for Third-Party Defendant-Appellant
345 Park Avenue
New York, N. Y. 10022
751-6400

HAIGHT, GARDNER, POOR & HAVENS
Attorneys for Defendants, Third-Party Plaintiffs-Appellees
One State Street Plaza
New York, N. Y. 10004
344-6800

BIGHAM, ENGLAR, JONES & HOUSTON
Attorneys for Plaintiff
14 Wall Street
New York, N. Y. 10005
732-4646

THE REPORTER COMPANY, INC., New York, N. Y. 10007—212 732-6978—1977

(1768)

PAGINATION AS IN ORIGINAL COPY

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JOINT EXHIBIT 1.

RELEASE

TO ALL OF WHOM THESE PRESENTS SHALL COME TO OR MAY CONCERN.

GREETING: : KNOW YE, That Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S, for and in consideration of the sum of FORTY SIX THOUSAND THREE HUNDRED THIRTY NINE DOLLARS, ($46,339), lawful money of the United States of America, to it in hand paid by

PITTSTON STEVEDORING CORP.,

the receipt whereof is hereby acknowledged, has remised, released and forever discharged and by these presents does for itself, its successors and assigns, remise, release and forever discharge the said

PITTSTON STEVEDORING CORP., its

successors and assigns, owners, agents, underwriters, their successors and assigns from all manner of actions, cause of action, suits, debts, controversies, agreements, judgments, claims and demands whatsoever in any case of a civil nature whether at law, in equity or in admiralty, which against the said

PITTSTON STEVEDORING CORP., their

successors and assigns, as foresaid, it ever had, now has or which it, its successors or assigns, hereafter can

JOINT EXHIBIT 1

shall or may have, arising by reason of:

> any damage or loss to the shipments of cargo included in the attached list, marked "Exhibit A", and any other cargo claims filed against Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S up to November 13, 1972,

and the said Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S, warrants that they are the parties entitled to receive the said sum of $46,339, and in further consideration of said payment it hereby agrees to indemnify, defend and hold harmless the said

PITTSTON STEVEDORING CORP., their

successors and assigns, its owners, etc., as aforesaid, up to the amount of the payment set forth above from and against any claims, demands, suits or actions made or brought against them by any third party by reason of the loss or damage to shipment referred to on the attached list.

IN WITNESS WHEREOF, Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S, has caused these presents to

JOINT EXHIBIT 1

be executed by their duly appointed attorneys on the 13th day of November, one thousand nine hundred and seventy-two.

Signed in the presence of:

HAIGHT, GARDNER, POOR & HAVENS
As Attorneys for Barber Steamship Lines, Inc., Barber Lines, A/S Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S

By M. E. D. Oakes

A Member of the Firm
One State Street Plaza
New York, New York 10004

JOINT EXHIBIT 1

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 13th day of November, in the year One Thousand Nine Hundred and Seventy-Two, before me personally came M. E. DeOrchis, to me known, who, being duly sworn by me, did depose and say that he resides at 19 Shore Drive, Great Neck, and is a member of the firm of Haight, Gardner, Poor & Havens, attorneys for Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S, and is authorized by the above named releasors to sign this for an on their behalf.

Marguerite F. Zamito

MARGUERITE F. ZAMITO
Notary Public, State of New York
No. 9730311
Qualified in Westchester County
Cert. filed with New York Co. Clerk
Term Expires March 30, 1974

JOINT EXHIBIT 1

	SHIP/VOYAGE	File #	AMOUNT CLAIMED	SETTLEMENT
1.	TRAVIATA-VOY. 5121	72-129	732.00	Not cargo-not discussed
2.	TAI PING-VOY. 8061	72-63	500.00	500.00
3.	TEMERAIRE-VOY. 8001	196-69	730.00	500.00
4.	TOREADOR-VOY. 31B	165-66	224.94	112.00
5.	TURANDOT-VOY. 19B	267-65	3,661.50	1,800.00
6.	TARANTEL-VOY. 11B	207-64	2,926.60	2,500.00 previously paid
7.	TYR-VOY. 2A	153-68	1,070.44	1,070.44
8.	TOREADOR-VOY. 31A	212-66	250.00	100.00
9.	TEMA-VOY. 17A	191-67	1,533.36	750.00
10.	TITANIA-VOY. 16A	167-64	2,130.32	------
11.	FERNLAND-VOY. 12A	456-68	206.28	206.28
12.	TEMERAIRE-VOY. 5090	71-249	500.00	250.00
13.	TORTUGAS-VOY. 3063	72-19	816.37	816.37
14.	TEMERAIRE-VOY. 5090	71-243	742.00	371.00
15.	TAI PING-VOY. 5103	71-275	626.14	600.00
16.	TAI PING-VOY. 5088	71-254	2,483.08	2,483.08
17.	TORTUGAS-VOY. 3063	72-130	55.14	25.00
18.	TAI PING-VOY. 8043	71-161	12,697.77	6,343.88
19.	FLORISTAN-VOY. 8044	71-162	5,996.80	4,000.00
20.	FLORISTAN-VOY. 8044	71-375	17,400.24	11,000.00
21.	FERNGATE-VOY. 6037	72-35	7,569.20	1,000.00

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JOINT EXHIBIT 1

	SHIP/VOYAGE		AMOUNT CLAIMED	SETTLEMENT
22.	ST. CONSTANTINE-VOY. 6037	72-139	73.50	36.75
23.	ROSEVILLE-VOY. 5104	72-138	43.53	21.77
24.	TRAVIATA-VOY. 5109	72-141	366.47	183.23
25.	FERNWAVE-VOY. 11A	124-66	536.10	260.00
26.	FERNGATE-VOY. 6021	70-258	753.46	650.00
27.	KINGSVILLE-VOY. 31A	343-68	154.90	154.00
28.	FERNLAND-VOY. 5057	70-290	424.50	400.00
29.	QUEENSVILLE-VOY. 29A	287-67	206.35	------
30.	FERNCLIFF-VOY. 23A	165-64	763.51	350.00
31.	FERNBROOK-VOY. 24A	210-64	1,056.18	500.00
32.	CORNEVILLE-VOY. 18A	164-63	3,506.52	------
33.	FERNCLIFF-VOY. 23A	169-64	2,397.95	------
34.	IOANNA-VOY. 3B	143-68	139.02	100.00
35.	FERNWOOD-VOY. 1A	590-67	4,247.34	4,247.34
36.	CORNEVILLE-VOY. 37B	462-68	500.00	500.00
37.	FERNGATE-VOY. 19B	49-69	284.89	100.00
38.	FERNBROOK-VOY. 18B	20-68	3,666.50	1,800.00
39.	QUEENSVILLE-VOY. 5031	14-70	1,502.00	1,502.00
40.	FERNGATE-VOY. 5080	71-129	310.05	155.03
41.	TORONTO-VOY. 3030	71-109	168.96	150.00
42.	NO VESSEL	72-140	------	No cargo involved
43.	JENS JOST-VOY. 3071	72-161	110.28	100.00
44.	TRAVIATA-VOY. 5109	72-267	827.75	413.87
45.	FERNSTATE-VOY. 5119	72-162	55.87	55.00

JOINT EXHIBIT 1

	SHIP/VOYAGE		AMOUNT CLAIMED	SETTLEMENT
46	TARANTEL-VOY. 5118	72-163	62.64	62.00
47.	FERNLAND-VOY. 4079	72-84	1,509.43	1,500.00
48.	SHAHRISTAN-VOY. 3079	72-192	UNKNOWN	------
49.	TRAVIATA-VOY. 5109	72-210	358.74	179.00
50.	TAGAYTAY-VOY. 30B	455-69	2,220.00	934.96
51.	TARANTEL-VOY. 5094	71-385	70.20	35.00
52.	TRAVIATA-VOY. 5073	71-386	31.30	16.00
			89,200.12	46,359.00

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JOINT EXHIBIT 2.

102-5905
2

barberlines

BARBER STEAMSHIP LINES, INC., Agents
17 BATTERY PLACE, NEW YORK, N. Y. 10004

TELEPHONE 212-944-1300
TELEX Domestic: 710-581-3920... Foreign: 222373 / 420067 / 62729
CABLE ADDRESS BARBERUSA

PITTSTON EX 2 FOR I.D
JAC
5/7/74

NEW YORK:

October 3, 1972

Messrs. Haight, Gardner, Poor & Havens
One State Street Plaza
New York, N.Y. 10004

ATT: Mr. E. De Orchis

CLAIMS AGAINST PITTSTON STEVEDORING CORP.

Dear Sirs:

As requested by Mr. Wolfson of Shipowners, herewith we enclose the covering files with respect to claims outstanding against Pittston Stevedoring Corp.

Very truly yours,

BARBER STEAMSHIP LINES, INC.

.....
E. J. SCHNEIDER, CLAIMS MANAGER

EJS:jl
ENCL.

CC- Shipowners Claims Bureau Inc.
ATT: Mr. S. J. Wolfson

Capt. H. Sohoel

Sal-7011

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JOINT EXHIBIT 2

CLAIMS AGAINST PITTSTON STEVEDORING CORP.

"[illegible]" VOY. [illegible] - $732.00 - not to be discussed

PITTSTON REFERENCE 72-129

Covering cost of effecting repairs to a container spreader damaged by stevedores on June 27, 1972.

"[illegible]" VOY. 6061

While a fork lift truck was handling a case containing a Lathe, it fell and serious damages was done to the Lathe. Pittston had their surveyor examine the damages to the Lathe which was at Pier 92. The 1 box of Lathe was said to be valued at $15,000.00 and covered by Nagoya/New York B/L #3111. Up to the present no claim had been filed. The vessel arrived New York April 1972.

"[illegible]" VOY. 6001 - $500.00

OUR REF: EEFE-16

PITTSTON REF. - NONE

Manila/New York B/L #25 - Covered 1 case Piano. On November 24, 1969 when loaders were loading the case onto a truck, the case slipped from the fork truck and crashed to the pier floor. Cost of repairs was $730.00. Claim settled for $500.00 but Pittston declined to honor claim.

"[illegible]" VOY. 31P - $224.94 - Sets 112

OUR REF: [illegible]

PITTSTON REF. - NONE

Yokohama/New York B/L #15 - Loss of 17 cameras. A longshoreman was apprehended and in his possession there was found a movie camera. Assumption all 17 cameras was stolen on the pier.

"[illegible]" VOY. 12B - $3661.50 - Should will contribute $1800

OUR REF: [illegible]

PITTSTON REF: 267-65

Hongkong/New York B/L #82 - Covered outage and short delivery. We have no proof that the shipment was landed complete and that all packages were found.

"[illegible]" VOY. 11B - $2926.60 - Should have already paid 2920 we disclose

OUR REF: 1-EEFE-[illegible]

Hongkong/New York B/L #31 - Dock reported 17 cartons on the pier but when consignee went to pier received 1 carton only. Pittston were agreeable to a settlement of 50% but we insisted upon 100% or $2926.60.

"[illegible]" VOY. [illegible] - $1070.44

OUR REF: [illegible]

PITTSTON REF. 153-66 - will pay once

During loading stevedores dropped 12 pieces of pipe overboard. Pittston recovered 10 pieces but as the pieces were bent and damaged they were ordered not shipped.

JOINT EXHIBIT 2

"[illegible]" VOY. [illegible] - $250.00
OUR REF. [illegible]-5
PITTSTON REF. 212-66

New York/Manila B/s/L 95, 96 and 97. Shortshipments of packages [illegible] but subsequently forwarded of which 64 cartons in damaged condition. We made offer of $250.00 to close out this claim.

"TEMA" VOY. 171 - $1533.36
OUR REF. [illegible]-1
PITTSTON REF. - NONE

New York/Monrovia B/L #27. - 60 cartons delivered to pier and receipted for but when placing into the dirb 28 cartons could not be found.

"TIMINI" VOY. [illegible] - $2130.32
PITTSTON REF. 167-64

72 bales held on dock were in error loaded into the vessel, and over-landed at Port Harcourt. Charges incurred at Port Harcourt of £553-7-0 and adding outward and homeward freight gave a total of $2106.62.

"[illegible]" VOY. [illegible] - $206.28
OUR REF: [illegible]-6
PITTSTON REF: - NONE

New York/Manila B/L #2. Van 52139585 was said to contain 309 cartons but on adding the figures came to 308 cartons only. Filed claim with Pittston for the value of 1 carton.

"[illegible]" VOY. 5090 - $500.00
OUR REF: [illegible]-2
PITTSTON REF. - ~~[illegible]~~ 71-249

New York/Hongkong B/L #72. Container cargo and loading disclosed no exception. Container outturned at Hongkong with seal intact and when container unpacked 1 case was found in bad order. Claim referred to Pittston but declined. Papers sent to Shipowners Claims Bureau Inc.

"TOWTHELS" VOY. 3063 - $816.37
PITTSTON REF. 71-19
OUR REF: [illegible]-1

New York/Dammam B/L #358. 2 cases struck by a kilo on pier and damages sustained.

"[illegible]" VOY. 5090 - $742.
OUR REF: [illegible]-1
PITTSTON REV. 71-243

New York/Hongkong B/L #12. Container cargo loaded with no exception. Container landed Hongkong with seal intact and when unstuffing container 2 cartons found with outages. Pittston declined liability.

"[illegible]" VOY. 5103 - $626.14
OUR REF: [illegible]-2

JOINT EXHIBIT 2

New York/Manila B's/L 71 and 102. Two drums damaged during loading and shortshipped.

"TAI PING" VOY. 5062 - $2483.08
PITTSTON REF. 71-254

New York/Hongkong B/L #4. Shortage of 12 cartons from a container. Pittstons records confirm loaded. Container landed Hongkong with seal intact but when cargo tallied out found 12 cartons short. Pittston declined claim.

"PORTUGAL" VOY. 3063
PITTSTON REF. 72-130

New York/Dubai B/L #2. Covered 8 cartons paint which outturned from "TALNTEL" VOY. 5106 at Singapore. Cost of forwarding from Singapore to Dubai amounted to $58.14

"TAI PING" VOY. 5043 - $12,697.77
OUR REF: BEPQ-21
PITTSTON REF. 71-161

Hongkong/New York B/L #323. Shortage of complete shipment of 100 cartons. Pittston offered to settle claim for $6348.88 and this offer agreeable to Skuld and owners. Shipowners wrote Pittston on June 16, 1977 to remit to us the $6348.88 but up to present not received.

"PLOTINOS" VOY. 3044 - $8817.20
OUR REF: BEPQ-92
PITTSTON REF. - NONE

Hongkong/New York B/L #398. Claim covered the shortage of 67 cartons but subsequently 3 cartons were delivered. The F.B.I. raided a down-town ware house and found 10 cartons belonging to the shipment. The raid was conducted on August 4th whereas, the first delivery was made on August 12 therefore indicating that the missing cartons disappeared from the pier. Claim filed with Pittston in the amount of $5996.80 covering the shortage of 64 cartons.

"PELOPISTHI" VOY. 3044 - $18,973.05
OUR REF: BEPQ-93
PITTSTON REF. - NONE

Hongkong/New York B/L #36. Claim covers shortage of 99 cartons and the circumstances are the same as claim BEPQ-92. Awaiting return of documents from Shipowners in order that copy can be made and covering claim filed with Pittston.

"PRINGATE" VOY. 6037 - $7569.20
OUR REF: BEPQ-15
PITTSTON REF. 72-35

Phuket/New York B's/L 17 and 18 - shortage of 44 ingots of tin. The shipments, after discharge, were weighed complete but on delivery bundles each of 22 ingots of tin was short.

BEST COPY AVAILABLE

JOINT EXHIBIT 2

22 "ST. CONSTANTINE" VOY. 6037 - $73.50 - only (illegible) stev/unc not pay

OUR REF: [illegible]-1
PITTSTON REF. - NONE

New York/Hongkong B/L #11. Shipment contained in container. The container was landed Hongkong was seal intact but when cargo removed 2 cartons were found torn with outages.

23 "ROSEVILLE" VOY. 5104 - $43.53 only (illegible) stev/unc not pay

OUR REF: [illegible]-7
PITTSTON REF. - NONE

New York/Hongkong B/L #94. Shipment contained in a container. The container landed Hongkong with seal intact and when cargo removed 1 carton found short and 9 cartons torn with outage.

24 "[illegible]" VOY. 5109 - $366.47 - stev/unc not pay - only (illegible)

OUR REF: [illegible]-2
PITTSTON REF. 72-141

New York/Hongkong B/L #70. Cargo shipped in container. Container landed Hongkong with seal intact but when unloading 6 cartons found torn with outages.

25 "[illegible]" VOY. 112 - $536.10 - $260 - stev/unc pay.

Mr. Len Ruess claimed on Pittston, October 21, 1966, for improperly extending the measurements.

26 "[illegible]" VOY. 6021 - $$753.46 - $650 - stev/unc pay.

Expenses incurred by Goodyear in straightening out a cross deliveries of rubber in shipments under Belawan B/L #9 and Port Swettenham B/L #5.

OUR REF: - NONE
PITTSTON REF. - NONE

27 "[illegible]" VOY. 315 - $154.90 - $154 - stev/unc pay.

OUR REF: NONE
PITTSTON NONE

H O D reciept No. 9411 covering 1 carton. Shipper decided to not ship but on trying to take delivery the carton could not be found.

28 "[illegible]" VOY. 5057 - $424.50 - $400 stev/unc pay

OUR REF: [illegible]-2
PITTSTON REF. 70-290

New York/Bangkok B/L #41. Dock receipts called for 145 cartons but there were 142 cartons only loaded into two vans. The shortage of 3 cartons disappeared between time of delivery and loading into vans.

JOINT EXHIBIT 2

"[illegible]" VOY. [illegible] - $206.35
OUR REF: [illegible]-1
PITTSTON REF. 387-67

Two cartons of Chill Room cargo actually landed from No. 4 hatch in a spoiled condition. Chief Officer reported the 2 cartons chill cargo came aboard in a pallet with other cartons and stowed in No. 4 shelter deck port locker.

"[illegible]" VOY. 23A - $763.51
OUR REF: - NONE
PITTSTON REF. 165-64

New York/Singapore B/s/L Nos. 72 and 77. There were 2 packages which were to be given chill stowage; but in error loaded with other packages and stowed in No. 1 locker. The 2 cartons were found valueless on arrive at Singapore and destroyed by the Health Dept.

"[illegible]" VOY. 24A - $1056.18
OUR REF: [illegible]-1
PITTSTON REF. 210-64

New York/Manila B/173. The shipment called for 601 packages and all but 11 packages were placed into containers. The 11 packages failed to outturn and could not be located. The opinion is that the 11 cartons disappeared after delivery to the pier but before being placed in containers.

"[illegible]" VOY. 10A - $3506.52
OUR REF: 1-A [illegible]-333
PITTSTON REF. 164-63

Representing extra charges and expenses incurred by the consignees as the result of 168 bales used clothing being short and subsequently outturning from the "[illegible]."

"[illegible]" VOY. 23A - $2337.05
OUR REF: NONE
PITTSTON REF: 169-64

New York/Hongkong B/L #106. Damage to 5 cartons Veterinary Biological Products given ventilated stowage instead of chill room stowage.

"[illegible]" VOY. 3B - $139.03
OUR REF: B-[illegible]-3
PITTSTON REF: NONE

Penang/New York B/L #11. Shipment called for 575 ingots and 575 ingots landed but 1 ingot short delivered.

JOINT EXHIBIT 2

"[illegible]" VOY. [illegible] - $4247.34
OUR REF: [illegible]-24
PITTSTON REF: 590-67

New York/Tema B/L #44, - 57 cartons of beef in error were loaded in the chill room instead of the freezer. On arrival at Tema the meat was spoiled and destroyed. Pittston have pictures showing the cartons were marked chill room and not freezer. When the 57 cartons were delivered the dock receipt showed a carrying temp of 1/10 degrees Fahrenheit. Pittston offered to settle for 50% but I want 100% which was settled in claim.

"CONNEVILLE" VOY. 27B - $500.00
OUR REF: [illegible]-11
PITTSTON REF. 462-68

Lagos/New York B/L #789. Appears there were 12 packages on the pier but they could not be found for delivery.

"[illegible]" VOY. 10B - $284.69
OUR REF: NONE
PITTSTON REF: 49-69

Inward Freight Dept. effected payment in the amount of $284.69 as the result of cross-delivery of rubber.

"[illegible]" VOY. 10B - $3666.50
OUR REF: [illegible]-1
PITTSTON REF: NONE

Covering the shortage of 25 ingots which disappeared from the dock after discharge.

"[illegible]" VOY. 5031
OUR REF: [illegible]
PITTSTON REF: 14-70

New York/Bangkok B/L #34. During loading at New York 1 crate Service Station Equipment was damaged.

"[illegible]" VOY. 5080- $310.05
OUR REF: [illegible]-2
PITTSTON REF: NONE

New York/Hongkong B/L #40. Shipment contained in container and containers landed Hongkong with seal intact. When emptying container a carton was landed torn with outage.

"[illegible]" VOY. 3030 - $168.96
OUR REF: NONE
PITTSTON REF: 71-109

Inward Freight Dept. filed claim with Pittston on July 19, 1971 covering expenses incurred in the delivery of 64 wrong bags of gun.

JOINT EXHIBIT 2

[illegible]

On July 27, 1972 Eric Deeswrote E. Harlow that on July 27, 1972 when Pittston's hustler P-507 was shifting unit CTIU-207770 on chassis SCIC 920048 and SCIC 920046, the tractor and chassis separated causing damage to SCIC 920048. Pittston was place on notice on July 30th but no claim billing was received from the pier.

"CINS JOST" VOY. 2071 - $110.28

23 cartons Pets Supplies delivered to Pier 9A on April 27th for Jeddah but as shipment was banned in Jeddah, the shipment was taken from the pier with an alleged shortage of 1 carton and outage from 4 cartons. Claim filed with Pittston in August 21, 1972.

Travarto 5105 - $827.75

Outage from a sealed container

Farnitale 5115 - $55.87

Outage from a sealed container

Taiantel 5118 - $62.64

Outage from a sealed container

Fernland 4079 - $1509.43

container loaded in error into Tai Pang, landed at Panama Canal + returned to New York

Shahrstan 3079 - too recent

3 packages loaded in error into Ideford and landed Oslo. No info re expenses which will be incurred.

$1,581.10

Tugela Voy. 5117 - $204.35 - B/L 89. Cartons damaged by fork lift during loading - loss resulting in outage from 2 cartons.

JOINT EXHIBIT 3.

PITTSTON LX STORED
5/7/74 MC

barberlines

BARBER STEAMSHIP LINES, INC., Agents
17 BATTERY PLACE, NEW YORK, N. Y. 10004

TELEPHONE 212-944-1300
TELEX Domestic: 710-581-3920 ... Foreign: 222373 / 420067 / 62729
CABLE ADDRESS BARBERUSA

NEW YORK:

September 14, 1972

1972 SEP 15 AM 8:18
ANSWD
DATE

PITTSTON STEVEDORING CORPORATION
17 Battery Place
New York, New York 10004

Attention: Mr. R. Chiarello, President

Dear Sirs:

Attached is schedule of outstanding claims, which has been prepared by our Claims Department. These total $86,070.26 and as there are undoubtedly more claims to come before the expiration of your contract, we have been requested by Shipowners Claims Bureau to withhold $100,000.00 from any moneys due you. We are, accordingly, making no advances for the M.V. "TUGELA" Voyage 8075, the M.V. "TARANTEL" Voyage 8076 and the M.V. "FERNGATE" Voyage 8077.

Very truly yours,

BARBER STEAMSHIP LINES, INC.

A. E. Dalberg

A.E. DALBERG

AED/tak
Attach.

CC: Captain H.S. Sohoel

JOINT EXHIBIT 3

CLAIMS AGAINST PITTSTON STEVEDORING CORP.

"EXPLORER" VOY. 5121 - $732.00
PITTSTON REFERENCE 72-129

Covering cost of effecting repairs to a container spreader damaged by stevedores on June 27, 1972.

"TAI FUNG" VOY. 0061

While a fork lift truck was handling 1 case containing a Lathe, it fell and serious damages was done to the Lathe. Pittston had their surveyor examine the damages to the Lathe which was at Pier 9B. The 1 box of Lathe was said to be valued at $15,000.00 and covered by Nagoya/New York B/L #3111. Up to the present no claim had been filed. The vessel arrived New York April 1972.

"[illegible]" VOY. 0001 - $500.00
OUR REF.: [illegible]-16
PITTSTON REF - NONE

Manila/New York B/L #35 - Covered 1 case Piano. On November 24, 1969 when loaders were loading the case onto a truck, the case slipped from the fork truck and crashed to the pier floor. Cost of repairs was $730.00. Claim settled for $500.00 but Pittston declined to honor clai

"[illegible]" VOY. 31B - $224.94
OUR REF: [illegible]-4
PITTSTON REF. - NONE

Yokohama/New York B/L #15 - Loss of 17 cameras. A longshoreman was apprehended and in his possession there was found a movie camera. Assumption all 17 cameras was stolen on the pier.

"[illegible]" VOY. 12B - $3661.50
OUR REF: [illegible]-735
PITTSTON REF: 267-65

Hongkong/New York B/L #82 - Covered outage and short delivery. We have no proof that the shipment was landed complete and that all packages were sound.

JOINT EXHIBIT 3

"TRINIDEL" VOY. 11B - $2926.60
CUR REF: 1-SEVL-479

Hongkong/New York B/L #31 - Dock reported 17 cartons on the pier but when consignee went to pier received 1 carton only. Pittston were agreeable to a settlement of 50% but we insisted upon 100% or $2923.60.

"TYR" VOY. 2A - $1070.44
CUR REF: MMSZ-1
PITTSTON REF. 153-56

✓ Check rec'd in full 4/27/71 - Pittston

During loading stevedores dropped 12 pieces of pipe overboard. Pittsto recovered 10 pieces but as the pieces were bent and damaged they were ordered not shipped.

"MONTEBOW" VOY. 21A - $250.00
CUR REF. 2-12-5
PITTSTON REF. 213-56

New York/Manila B/L 95, 96 and 97. Shortshipments of packages but subsequently forwarded of which 64 cartons in damaged condition. We made offer of $250.00 to close out this claim.

"PHIA" VOY. 17A - $1533.36
CUR REF: MAO-1
PITTSTON REF. - NONE

New York/Monrovia B/L #27. - 60 cartons delivered to pier and receipted for but when placing into the cirb 28 cartons could not be found.

"VIRGINIA" VOY. 12A - $2130.32
PITTSTON REF. 173-64

72 bales held on deck were in error loaded into the vessel, and over-landed at Port Harcourt. Charges incurred at Port Harcourt of N553-7-0 and adding outward and homeward freight gave a total of $2106.62.

"FLAMINGO" VOY. 12A - $206.28
CUR REF: MMM-6
PITTSTON REF: - NONE

New York/Manila B/L #2. Van 52139585 was said to contain 309 cartons but on adding the figures came to 308 cartons only. Filed claim with Pittston for the value of 1 carton.

JOINT EXHIBIT 3

"THIERRAMIN" VOY. 5090 - $500.00
OUR REF: BMES-2
PITTSTON REF. - NONE

New York/Hongkong B/L #72. Container cargo and loading disclosed no exception. Container outturned at Hongkong with seal intact and when container unpacked 1 case was found in bad order. Claim referred to Pittston but declined. Papers sent to Shipowners Claims Bureau Inc.

"TOWTUNG" VOY. 3063 - $816.37 Check #65 in Dec 1/18/71
PITTSTON REF. 71-19 No check driver
OUR REF: ARSH-1

New York/Dammam B/L #350. 2 cases struck by a hilo on pier and damages sustained.

"THERMAIN" VOY. 5090 - $742.--
OUR REF: BMES-1
PITTSTON REV. 71-243

New York/Hongkong B/L #12. Container cargo loaded with no exception. Container landed Hongkong with seal intact and when unstuffing container 2 cartons found with outages. Pittston declined liability.

"SAN FRED" VOY. 5102 - $625.14
OUR REF: MVAL-2

New York/Manila B/L's/L 71 and 102. Two drums damaged during loading and shortshipped.

"SAN FRED" VOY. 5088 - $2483.00
PITTSTON REF. 71-254

New York/Hongkong B/L #4. Shortage of 12 cartons from a container. Pittstons records confirm loaded. Container landed Hongkong with seal intact but when cargo tallied out found 12 cartons short. Pittston declined claim.

BEST COPY AVAILABLE

JOINT EXHIBIT 3

"[illegible]" VOY. 3063
PITTSTON REF. 72-130

New York/Dubai B/L #2. Covered 8 cartons paint which outturned from "TAICHUNG" VOY. 5106 at Singapore. Cost of forwarding from Singapore to Dubai amounted to $55.14.

"TAI [illegible]" VOY. 3043 - $12,697.77
OUR REF: BDPT-91
PITTSTON REF. 71-1611

Check drawn for $12,697.8

Hongkong/New York B/L #323. Shortage of complete shipment of 100 cartons. Pittston offered to settle claim for $6348.92 and this offer agreeable to Skuld and owners. Shipowners wrote Pittston on June 16, 1 to remit to us the $6348.88 but up to present not received.

"FLORIDIAN" VOY. 3044 - $2817.20
OUR REF: BDPT-92
PITTSTON REF. - NONE

Hongkong/New York B/L #398. Claim covered the shortage of 67 cartons but subsequently 3 cartons were delivered. The F.B.I. raided a downtown ware house and found 10 cartons belonging to the shipment. The raid was conducted on August 4th whereas, the first delivery was made on August 12 therefore indicating that the missing cartons disappeared from the pier. Claim filed with Pittston in the amount of $5996.80 covering the shortage of 64 cartons.

"FLORISCHI" VOY. 3044 - $18,873.05
OUR REF: BDPT-90
PITTSTON REF. - NONE

Hongkong/New York B/L #36. Claim covers shortage of 99 cartons and the circumstances are the same as claim BDPT-92. Awaiting return of documents from Shipowners in order that copy can be made and covering claim filed with Pittston.

"PUNGRATH" VOY. 5037 - $7560.20
OUR REF: BDPT-[illegible]
PITTSTON REF. 72-35

Phuket/New York B's/L 17 and 18 - shortage of 44 ingots of tin. The shipments, after discharge, were weighed complete but on delivery 2 bundles each of 22 ingots of tin was short.

JOINT EXHIBIT 3

"SF. CARGO [illegible]" VOY. 6037 - $73.50
OUR REF: [illegible]-1
PITTSTON REF. - NONE

New York/Hongkong B/L #11. Shipment contained in container. The container was landed Hongkong was seal intact but when cargo removed 2 cartons were found torn with outages.

"[illegible]" VOY. 5104 - $43.53
OUR REF: [illegible]-7
PITTSTON REF. - NONE

New York/Hongkong B/L #94. Shipment contained in a container. The container landed Hongkong with seal intact and when cargo removed. 1 carton found short and 9 cartons torn with outage.

"TRAVELER" VOY. 5102 - $366.47
OUR REF: [illegible]-2
PITTSTON REF. 72-141

New York/Hongkong B/L #70. Cargo shipped in container. Container landed Hongkong with seal intact but when unloading 6 cartons found torn with outages.

"[illegible]" VOY. 11A - $536.10

Mr. Leo Ruess claimed on Pittston, October 21, 1966, for improperly extending the measurements.

"[illegible]" VOY. 6021 - $$753.46

Expenses incurred by Goodyear in straightening out a cross delivery of rubber in shipments under Belawan B/L #9 and Port Swettenham B/L #5.

OUR REF: - NONE
PITTSTON REF. - NONE

BEST COPY AVAILABLE

JOINT EXHIBIT 3

"[illegible]" VOY. 21A - $154.90
OUR REF: [illegible]
PITTSTON NONE

H.O.D. receipt No. 9411 covering 1 carton. Shipper decided to not ship but on trying to take delivery the carton could not be found.

"[illegible]" VOY. 3057 - $424.50
OUR REF: [illegible]-2
PITTSTON REF. 70-230

New York/Bangkok B/L #21. Dock receipts called for 145 cartons but there were 142 cartons only loaded into two vans. The shortage of 3 cartons disappeared between time of delivery and loading into vans.

"[illegible]" VOY. 22A - $206.35
OUR REF: [illegible]-2
PITTSTON REF. 387-67

Two cartons of Chill Room cargo actually landed from No. 4 hatch in a spoiled condition. Chief Officer reported the 2 cartons chill cargo came aboard in a pallet with other cartons and stowed in No. 4 shelter deck port locker.

"[illegible]" VOY. 22A - $763.51
OUR REF: - [illegible]
PITTSTON REF. 165-64

New York/Singapore B's/L Nos. 72 and 77. There were 2 packages which were to be given chill stowage, but in error loaded with other packages and stowed in No. 1 locker. The 2 cartons were found valueless on arri at Singapore and destroyed by the Health Dept.

"[illegible]" VOY. 24A - $1056.18
OUR REF: [illegible]-1
PITTSTON REF. 210-64

New York/Manila B/173. The shipment called for 601 packages and all but 11 packages were placed into containers. The 11 packages failed to outturn and could not be located. The opinion is that the 11 cartons disappeared after delivery to the pier but before being placed in containers.

JOINT EXHIBIT 3

"CONNEVILLE" VOY. 10A - $3506.52
OUR REF: 1-[illegible]-333
PITTSTON REF. 164-63

Representing extra charges and expenses incurred by the consignees as the result of 168 bales used clothing being short and subsequently outturning from the "TEMA."

"PENICLIFF" VOY. 23A - $2397.95
OUR REF: NONE
PITTSTON REF: 169-64

New York/Hongkong B/L #106. Damage to 5 cartons Veterinary Biological Products given ventilated stowage instead of chill room stowage.

"IONIA" VOY. 3B - $139.02
OUR REF: B-[illegible]FS-3
PITTSTON REF: NONE

Penang/New York B/L #11. Shipment called for 575 ingots and 575 ingots landed but 1 ingot short delivered.

"PITTSTON" VOY. 1A - $4347.34 ✓ [illegible] 3/31/78
OUR REF: [illegible]-24
PITTSTON REF: 590-67

New York/Tema B/L #44, - 57 cartons of beef in error were loaded in the chill room instead of the freezer. On arrival at Tema the meat was spoiled and destroyed. Pittston have pictures showing the cartons were marked chill room and not freezer. When the 57 cartons were delivered the dock receipt showed a carrying temp of 1/10 degrees Fahrenheit. Pittston offered to settle for 50% but I went 100% which was settled in claim.

"CONNEVILLE" VOY. 27B - $500.00 ✓ Checks in files 3/31/78 [illegible]
OUR REF: [illegible]-12
PITTSTON REF. 462-68

Lagos/New York B/L #789. Appears there was 12 packages on the pier but they could not be found for delivery.

JOINT EXHIBIT 3

"[illegible]" VOY. 1[illegible] - $204.09
OUR REF: NONE
PITTSTON REF: 49-69

Inward Freight Dept. effected payment in the amount of $204.09 as the result of cross-delivery of rubber.

"[illegible]" VOY. 1[illegible] - $3666.50
OUR REF: [illegible]-1
PITTSTON REF: NONE

Covering the shortage of 25 ingots which disappeared from the dock after discharge.

"[illegible]" VOY. 5031
OUR REF: [illegible]
PITTSTON REF: 14-70

Check req in encl 8/10/71 - No check issued

New York/Bangkok B/L #34. During loading at New York 1 crate Service Station Equipment was damaged.

"[illegible]" VOY. 5080- $310.05
OUR REF: [illegible]-2
PITTSTON REF: NONE

New York/Hongkong B/L 240. Shipment contained in container and container landed Hongkong with seal intact. When emptying container a carton was landed torn with outage.

"[illegible]" VOY. 3030 - $168.96
OUR REF: NONE
PITTSTON REF: 71-109

Inward Freight Dept. filed claim with Pittston on July 19, 1971 covering expenses incurred in the delivery of 64 wrong bags of gum.

JOINT EXHIBIT 3

MV YAMAH

On July 27, 1972 Eric Dee wrote E. Harlow that on July 27, 1972 when Pittston's hustler P-507 was shifting unit CRIU-297770 on chassis SCIC 920043 and SCIC 920046, the tractor and chassis separated causing damage to SCIC 920048. Pittston was place on notice on July 30th but no claim billing was received from the pier.

"THE JOAN" VOY. 3071 - $110.28

26 cartons Pets Supplies delivered to Pier 9A on April 27th for Jeddah but as shipment was banned in Jeddah, the shipment was taken fr the pier with an alleged shortage of 1 carton and ontage from 4 cartons Claim filed with Pittston on August 21, 1972.

Recd from Miss O'Keefe
4/25/74

JOINT EXHIBIT 3

	7	3	2.0	0
	5	0	0.0	0
	8	2	4.9	4
3	6	6	1.5	[illegible]
2	9	2	6.6	[illegible]
1	0	7	0.4	4
	2	5	0.0	0
1	5	5	5.0	[illegible]
2	1	3	0.5	[illegible]
	2	0	6.8	8
	5	0	0.0	0
	8	1	6.3	7
	7	4	2.0	[illegible]
	6	2	6.1	[illegible]
	2	4	8.0	[illegible]
1	2	5	9.7	7
	8	8	1.7	[illegible]
1	8	8	7.3	[illegible]
	7	5	6.9	[illegible]
		7	3.5	[illegible]
		4	3.5	[illegible]
	3	6	6.4	[illegible]
	5	3	6.1	[illegible]
	7	5	3.4	[illegible]
	1	5	4.9	[illegible]
	4	2	4.5	[illegible]
	2	0	6.3	[illegible]
	7	6	3.5	[illegible]
	1.0	5	6.1	[illegible]
	3	5	0.6	5
	2	3	0.7	9
		1	3.0	[illegible]
	4.2	4	7.3	[illegible]
		5	0.0	0
		2	8.4	8
	3	6	6.6	5
	3	1	0.0	[illegible]
		1	6.8	9
		1	1.0	8
8	6.0	7	0.2	[illegible]

JOINT EXHIBIT 4.

September 19, 1972

Captain H. S. Sohoel
Barber Lines A/S
Seventeen Battery Place
New York, N.Y.

Dear Captain Sohoel:

I would like to refer to letter from Barber Lines dated September 14, 1972. As I mentioned to you yesterday, we have discussed this matter with Shipowners Claims Bureau and have advised them that several of these claims have been processed and are ready for payment.

With respect to the balance of claims listed in your letter, we are willing to meet with your representative and Shipowners Claims Bureau in order to arrive at an agreement as to how these claims will be disposed of. In any event, we cannot agree to your withholding funds for current cash expenses for payrolls, fringe benefits, taxes and insurance. As a matter of policy, claims are always settled on the basis of their individual merits. I can assure you that Pittston has adequate insurance coverage to fully protect any of these losses.

Thank you very much for your cooperation in this matter.

Yours very truly,

PITTSTON STEVEDORING CORP.

Robert F. Chiarello, President

RFC:rs

bcc: T. E. McSherry
M. D. O'Keefe

JOINT EXHIBIT 6.

HAIGHT, GARDNER, POOR & HAVENS
ONE STATE STREET PLAZA
NEW YORK, N.Y. 10004
TELEPHONE (212) 344-6800
CABLE: MOTOR NEW YORK
RCA TELEX: 222974
WUI TELEX: 620362
WU TELEX: 127683

WHARTON POOR
J. WARD O'NEILL
BERNARD D. ATWOOD
JAMES M. ESTABROOK
EDWARD H. MAHLA
JOHN C. MOORE
MACDONALD DEMING
THOMAS K. ROCHE
JOHN OSNATO, JR.
WILLIAM J. JUNKERMAN
TALLMAN BISSELL
DOUGLAS B. BOWRING
GORDON W. PAULSEN
M. K. DEF RCHIS
WILLIAM J. KAIN, JR.
DAVID P. H. WATSON
RICHARD G. ASHWORTH
EDWARD L. JOHNSON
RICHARD B. BARNETT
MAURICE L. NOYER
SANFORD C. MILLER
CHARLES S. HAIGHT, JR.
FRANCIS X. BYRN
THOMAS R. H. HOWARTH
STEPHEN K. CARR
WALTER E. RUTHERFORD
R. GLENN BAUER
THEODORE M. SYSOL
HOLLIS M. WALKER, JR.
LEROY S. CORSA
CARROLL E. DUBUC

WASHINGTON OFFICE
FEDERAL BAR BUILDING
1815 H STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE (202) 737-7847
CABLE: MOTOR WASHINGTON
WU TELEX: 892598

October 5, 1972

Pittston Stevedoring Corp.
17 Battery Place
New York, New York, 10004

Attention Robert F. Chiarello,
President.

RE: CONCORDIA LINE - OUTSTANDING CLAIMS
AGAINST UNIVERSAL TERMINAL &
STEVEDORING ETC. BARBER LINE.

Dear Mr. Chiarello:

I conferred with Mr. Brandt of Bleichroeder, Bing & Co., Inc., and agreed to use his form letter of guarantee instead of mine, with some minor changes, but he could not get approval. Apparently your underwriters are not giving you much co-operation.

The outstanding cargo loss claim files have been sent to my office by Barber and there are less than 50. I have been moving about 25 per day with Universal's claims manager (involving another client) and there is no reason why your small amount of claims could not be disposed of quickly if they are handled realis-

JOINT EXHIBIT 6

2-Pittston Stevedoring Corp. (102-5905)

tically.

* Enclosed is copy of decision in which American Stevedores were held liable for short delivery of four bales of rugs not found on the pier, although no tally was made when the ship was discharged. Liability was recently affirmed after an Appeal. It is not realistic anymore to deny liability simply because goods are not tallied upon discharge or loading at New York. The Court will accept circumstantial evidence, and the stevedore may have to pay attorney's fees as well as the actual loss.

Why not tackle the claim files and get rid of the whole mess? Barber will then be in a position to pay your own claim without delay. I understand $75,000 is involved as far as cargo claims go.

Very truly yours,

HAIGHT, GARDNER, POOR & HAVENS

By

M. E. DeOrchis

DEO:MFZ
*Enc.

JOINT EXHIBIT 7.

5/2/44

WHARTON POOR
J. WARD O'NEILL
BERNARD D. ATWOOD
JAMES M. ESTABROOK
EDWARD H. MAHLA
JOHN C. MOORE
MACDONALD DEMING
THOMAS K. ROCHE
JOHN OSNATO, JR
WILLIAM J. JUNKERMAN
TALLMAN BISSELL
DOUGLAS B. BOWRING
GORDON W. PAULSEN
M. E. DEORCHIS
WILLIAM P. KAIN, JR.
DAVID P. H. WATSON
RICHARD G. ASHWORTH
EDWARD L. JOHNSON
RICHARD B. BARNETT
MAURICE L. NOYER
SANFORD C. MILLER
CHARLES S. HAIGHT, JR.
FRANCIS X. BYRN
THOMAS R. H. HOWARTH
STEPHEN K. CARR
WALTER E. RUTHERFORD
R. GLENN BAUER
THEODORE M. SYSOL
HOLLIS M. WALKER, JR.
LEROY S. CORSA
CARROLL E. DUBUC

HAIGHT, GARDNER, POOR & HAVENS
ONE STATE STREET PLAZA
NEW YORK, N.Y. 10004
TELEPHONE (212) 344-6800
CABLE: MOTOR NEW YORK
RCA TELEX: 222974
WUI TELEX: 620362
WU TELEX: 127683

WASHINGTON OFFICE
FEDERAL BAR BUILDING
1815 H STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE (202) 737-7847
CABLE: MOTOR WASHINGTON
WU TELEX: 892598

November 8, 1972

Pittston Stevedoring Corp.
17 Battery Place
New York, New York 10004

Attention: Miss M. D. O'Keefe

BARBER/PITTSTON STEVEDORING CLAIMS
Our file 102-5905

Dear Miss O'Keefe:

As promised, I recommended the $45,000 settlement on the claims we discussed. The underwriters have asked for a case-by-case breakdown and we wrote to them again today. I hope to get a final okay in a day or two.

I thought that between your list and Barber's list all the cargo claims had been covered, but Barber says the following were overlooked:

1. TRAVIATA - VOY. 5109 - B/L 69 - $358.74
2. TAGAYTAY - VOY. 30B - B/L 491- $2,220
3. TARANTEL - VOY. 5094 - B/L 100- $70.20
4. TRAVIATA - VOY. 5073 - B/L 40 - $31.20

The first claim I wrote to you about separately. The second claim involves a claim for non-delivery of 34 cartons of handbags carried on board the Tagaytay, Voyage 30B in July 1969. The shipment called for 23 pallets of handbags carried under Bill of Lading 491. The consignee

JOINT EXHIBIT 7

has filed suit in the Civil Court, New York County for $2,200 naming both Barber and Pittston as defendants. Your office has no doubt set up a file on this matter.

A review of the file indicates that the delivery record bears a pencil notation "34 cartons short". The notation of the shortage on the Delivery Receipt was made by a Pittston employee apparently as a result of a telephone call from the consignee advising of the shortage.

Plaintiffs are now relying on the notation (which they say is an exception) and on what their surveyor reported about admissions made by your people on the pier. * Enclosed is copy of the Survey Report.

The third claim involves non-delivery of 4 cartons at Hong Kong out of a shipment of 84 cartons. At Hong Kong, only 80 cartons were removed from container #SCIU-208479 (with seal #BL-19649 intact). The cartons were stuffed by Pittston into the container at New York.

The container was landed with the seal intact, but on opening and discharging the container, 4 cartons were noted missing.

The fourth claim involves a claim for $31.20 from Hong Kong covering outages from cartons.

The shipment called for 20 cartons of wearing apparel which were received and stuffed by Pittston into container #CTIU-275188 and sealed with seal #13163.

Hong Kong reported that the container was landed with the seal intact, but when removing the cartons from the container, 13 cartons were noted torn and examination disclosed an outage of 9 pieces.

Please advise whether we can settle these three outstanding claims for 50% as we did the other similar claims.

Very truly yours,

HAIGHT, GARDNER, POOR & HAVENS
By

M. E. DeOrchis

DeO:ma
*Enc.

JOINT EXHIBIT 7

7014

THEODORE D. HELPRIN, INC.
SURVEYORS AND ADJUSTERS
116 JOHN STREET
NEW YORK, N. Y. 10038

COPY OF REPORT

INVESTIGATED FOR	ACCOUNT OF WHOM IT MAY CONCERN
ASSURED	ENCORE IMPORTS DIVISION OF BRIGHTMAN PRODUCTS CO., INC.
VESSEL	S. S. TAGATAY
FROM	Hong Kong, arrived July 26, 1969

SHIPMENT

B/L #491
EDBP
VARIOUS NUMBERS
#38/60 - 23 Pallets- Said to contain 444 Cartons Handbags
Invoice Value - $22,027.80
Duty - $3,976.00

On September 12, 1969, we received request to verify short delivery of 34 Cartons out of the above shipment.

Upon conferring with Barber Steamship Lines, Inc., agents of the vessel, we ascertained from their records at Pier #21, Staten Island, N. Y., where the vessel discharged, that the shipment was delivered as follows:

B/L #491-23 Pallets (444 Cartons)
August 1, 1969 - 18 Pallets - to Page Truck #75057
1 5 - " 53238

23 Pallets complete
34 Cartons short

JOINT EXHIBIT 7

We discussed the delivery record with pier personnel and were advised that 2 Pallets were delivered in broken condition and that after the truckman delivered them, 34 Cartons were reported short. We were further advised that there was no record of any of the assured's cartons remaining on the pier; however, we searched the shipment's original location as well as the entire pier without success.

On communicating with Barber Steamship Lines, Inc. regarding their investigation of this short delivery, they subsequently confirmed that 34 Cartons were not found as per attached copy their letter dated October 20, 1969. In view of the elapsed time we assume the 34 Cartons to be permanently lost as follows.

SHORT DELIVERED		
ex #40/47	- 3	Pallets (169 Cartons)
	6	Cartons ea. invoiced 6 doz. pcs. Handbags #270
	17	" " " " " 280
ex #48/60	-13	Pallets (200 Cartons)
	1	Carton invoiced 3 doz. pcs. Handbags #5920R
	10	" ea. " 2 " " " 8584
Total	34	Cartons Ladies' Handbags

The assured filed claim for the loss, as per attached copy, against the Barber Steamship Lines, Inc., agents of the vessel and we recommended that they file application with Customs for refund of duty paid on the missing merchandise.

The loss was reported by us to the Security Bureau, Inc. and Waterfront Commission.

This report is issued without prejudice and subject to the policy of insurance.

THEODORE D. HELPRIN, INC. .....Surveyors

Report #6761-K November 11, 1969

BEST COPY AVAILABLE

JOINT EXHIBIT 8.

WHARTON POOR
J. WARD O'NEILL
BERNARD D. ATWOOD
JAMES M. ESTABROOK
EDWARD [illegible] MAHLA
JOHN [illegible] MOORE
MACDONALD DEMING
THOMAS R. ROCHE
JOHN OSNATO, JR.
WILLIAM J. JUNKERMAN
TALLMAN BISSELL
DOUGLAS B. BOWRING
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1815 H STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE (202) 737-7847
CABLE: MOTOR WASHINGTON
WU TELEX: 892596

November 13, 1972

Pittston Stevedoring Corp.
17 Battery Place
New York, New York, 10004

Attention Miss M. D. O'Keefe

BARBER/PITTSTON STEVEDORING
CLAIMS
Our file 102-5905

Dear Miss O'Keefe:

* Enclosed is check from Barber Lines, in the sum of $75,000.00 on account.

We acknowledge receipt of Pittston Check in the sum of $46,339.00 in settlement of all cargo claims filed against Barber up to this date.

* We also enclose the Release.

Very truly yours,

HAIGHT, GARDNER, POOR & HAVENS
By

M. E. DeOrchis

DEO:MFZ
*Encs.

JOINT EXHIBIT 10.

WHARTON POOR
J. WARD O'NEILL
BERNARD D. ATWOOD
JAMES M. ESTABROOK
EDWARD H. MAHLA
JOHN C. MOORE
MACDONALD DEMING
THOMAS K. ROCHE
JOHN OSNATO, JR.
WILLIAM J. JUNKERMAN
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1815 H STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE (202) 737-7847
CABLE: MOTOR WASHINGTON
WU TELEX: 892598

November 13, 1972

Barber Steamship Lines, Inc.
17 Battery Place
New York, New York, 10004

Attention Captain H. Schoel

CLAIMS AGAINST PITTSTON STEVEDORING CORP.
INDEMNITY FOR CARGO LOSS AND DAMAGE
Our file 102-5905

Dear Sir:

Enclosed herewith is Pittston check in the sum of $46,339 made payable to the order of Barber Steamship Lines, Inc. This check is in settlement of the 48 claims we originally settled for $45,000 plus the four additional claims which had been over-looked by both sides. The list of claims settled is attached to the Release, which is also enclosed.

Miss O'Keefe was concerned about your discovering any additional claims in the old files (like the four that were found at the last minute) and it was agreed that the Release would cover all cargo claims filed against Barber up to today's date, November 13, 1972. In other words, if you discover any old claims in your files now, they

BEST COPY AVAILABLE

JOINT EXHIBIT 10

2-Captain Schoel (102-5905)

will have been released. On the other hand, any claims which are received after this date and which may involve Pittston will not have been released and will be treated separately.

We enclose herewith Pittston's letter of November 13, 1972, which accompanied the enclosed check.

Very truly yours,

HAIGHT, GARDNER, POOR & HAVENS

By

M. E. DeOrchis

DEO:MFZ
*Encs.

cc: Mr. Wolfson

cc: Miss O'Keefe

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JOINT EXHIBIT 11.

THE SPRAGUE & RHODES COMMODITY CORP.
NINETY-NINE WALL STREET
NEW YORK, N.Y. 10005

CABLES: SPRAGRODES

TELEPHONE: DI 4-8350

October 15, 1971

Barber Steamship Lines, Inc.
17 Battery Place
New York, N. Y. 10004

Attention Mr. Otis Herbert

Our Ref: #s. 1542-X / 1543-X
SS TORONTO - arrd. N. Y. 9/4/71
2099 Bags Ethiopian Coffee
B/L #s. 5 & 6, Assab
Ordered into Warehouse 9/23/71

Dear Mr. Herbert:

We have been advised by our weighers W. S. Force & Co., that 2,039 bags out of 2,099 bags on the above captioned shipment were weighed on the dock and supposedly picked up by Davidson Transfer & Storage Company for storage at Lehigh Distribution Center in Elizabeth, New Jersey.

We have made numerous attempts with all parties involved to determine as best possible how many bags were actually delivered to the warehouse to no avail. As of this date only 928 bags have been accounted for at the warehouse with the status of the balance still unknown.

This matter has been reported to our underwriters and we are hereby notifying you of our intent to file claim and hold you responsible for any losses, damages and-or expenses which are determined to be for your account.

We would appreciate your further cooperation resolving this situation.

Yours very truly,

THE SPRAGUE & RHODES COMMODITY CORPORATION

PITTSTON
DEPOSITION 1
EXHIBIT FOR IDENTIFICATION
11/15/74 LZ

PR/fb

P. Rosario

c.c. Johnson & Higgins
Att: Bob Gardner

W. S. Force & Co.
A. Besse & Co.

Chefima (Ethiopia) Private Ltd. Co.
Registered mail R.R.R.

PITTSTON EX 1
11/15/74
LZ

JOINT EXHIBIT 12.

THE SPRAGUE & RHODES COMMODITY CORP.
NINETY-NINE WALL STREET
NEW YORK, N.Y. 10005

CABLES: SPRAGRODES

TELEPHONE: DI 4-8350

October 15, 1971

Davidson Transfer & Storage Company
Highway 1, at Sip Avenue
Jersey City, New Jersey

Attention Mr. Ralph Yaeger

Our Ref: #s. 1542 - X & 1543-X
SS TORONTO - arrd. N. Y. 9/4/71
2099 Bags Ethiopian Coffee
B/L #s. 5 & 6, Assab
Ordered into Warehouse 9/23/71

Dear Mr. Yaeger:

We have been advised by our weighers W. S. Force & Co., that 2,039 bags out of 2,099 bags on the above captioned shipment were weighed on the dock and supposedly picked up by Davidson Transfer & Storage Company for storage at Lehigh Distribution Center in Elizabeth Port, New Jersey.

We have made numerous attempts with all parties involved to determine as best possible how many bags were actually delivered to the warehouse to no avail. As of this date only 928 bags have been accounted for at the warehouse with the status of the balance still unknown.

This matter has been reported to our underwriters and we are hereby notifying you of our intent to file claim and hold you responsible for any losses, damages and-or expenses which are determined to be for your account.

We would appreciate your further cooperation resolving this situation.

Yours very truly,

THE SPRAGUE & RHODES COMMODITY CORPORATION

PR/fb P. Rosario
c.c. Johnson & Higgins
Att: Bob Gardner
W. S. Force & Co.
A. Besse & Co.
Cheffma (Ethiopia) Private Ltd. Co.

Registered mail R.R.R.

JOINT EXHIBIT 13.

CHUBB & SON INC.
Manager
One Old Country Road, Carle Place, New York 11514 • Phone (212) 233-4140

Our Claim No. 89553 F39
Carrier Claim No.
Claim against:—

Date: 1/26/72'

Barber Steamship Lines, Inc.
17 Battery Place
New York, New York

Att: Freight Claim Agent

Description of Shipment: 2099 bags of coffee

Consignor: A. Besso & Co. (Ethipio) S. C.
Consignee: Sprague & Rhodes Commodity Corp.
Shipped from: Assab
Via Toronto
B/L issued by Barber Lines
B/L No. 5 & 6

to New York/option Baltimore
Arrival date 9/4/71
dated 8/2/71

Non Delivery

Computation of Claim

Chop: A.B. Gimbi Produce of Ethiopia

755 bags or 99,864 lbs. net @ $.40964/lb. CIF $40,908.29

C $106,199.98
I 565.85
F 6,969.94
$113,735.77 for 277,647 lbs. net @ $.40964/lb. CIF

E. & O. E.

Total Claim $40,908.29

We hereby certify that the above bill is correct and just; and that payment therefor has not been received

CHUBB & SON INC.

By J. R. Mc Namara

Documents Annexed:—
- x Invoice 2
- x Bill of Lading 2
- x Survey
- Certificates
- Other papers

bz

Remarks

JOINT EXHIBIT 14.

March 28, 1972

Our Ref. 1-CRSE-11
Your Ref. 89553 F29

Chubb & Son, Inc.
One Old Country Rd.
Carle Place, N.Y. 11514

Dear Sirs: M.V. TORONTO, VOY. 3046
At Pier 9 A Brooklyn
Sept. 4, 1971

Reference is made to the captioned claim filed in the sum of $40,903.29 representing the asserted loss of coffee in shipment under Assab/New York/option Baltimore B/L # 5 & 6.

You will note from attached copy of delivery records that 2 bags and 6 bags only are short from the captioned vessel.

We would appreciate it if you would permit us to have your amended claim covering the loss of 8 bags plus outages from 47 slack bags.

Very truly yours,

BARBER STEAMSHIP LINES, INC.

JTM:as
enc.

CLAIMS AGENT

317a

JOINT EXHIBIT 15. 5/2/74

New York
Buffalo
Boston
Philadelphia
Pittsburgh
Wilmington
Richmond
Atlanta
New Orleans
Houston
Detroit
Chicago
Minneapolis
San Francisco
Los Angeles
Seattle
Portland
Honolulu
London
Milan
Tokyo

JOHNSON & HIGGINS

Established 1845

INSURANCE BROKERS - AVERAGE ADJUSTERS

EMPLOYEE BENEFIT PLAN CONSULTANTS

Montreal
Quebec
Toronto
Winnipeg
Vancouver
Caracas
Maracaibo
Puerto La Cruz
Rio de Janeiro
São Paulo
Buenos Aires
Santiago
Lima
Bogota
Cali
Sydney
Melbourne
Brisbane
Adelaide
Perth
Auckland
Wellington

CABLE ADDRESS "XERODEN"
TELEX NO. 422098

95 WALL ST., NEW YORK, N. Y. 10005
TEL. 944-3160 - AREA CODE 212

December 23, 1971

Chubb & Son, Inc.
90 John Street
New York, N. Y. 10038

Attention: Mr. Fred Burgard

Re: Our File No. 23699
Bord. No. 12024
A.R.Lee No. 24371-RLI
S/S "TORONTO"
Sprague & Rhodes Commodity Corp.

Gentlemen:

Roger Iversen has just advised us that he has been successful in locating an additional 36 bags from various lots and, accordingly, the claim shown in our letter of December 22nd should be amended as follows;

Insured Value Bags	$56,800.00 998	x	34	=	$ 1,935.07
Insured Value Bags	$62,500.00 1,101	x	721	=	40,928.70
					$42,863.77

He has further advised us that he has absolutely no prospects at locating additional bags and we shall appreciate your giving settlement of this matter your immediate attention.

Very truly yours,

R. M. Gardner
Cargo Claims Department

RMG/jca

cc: Albert R. Lee & Co., Inc.
ATTN: Mr. Roger Iversen

cc: The Sprague & Rhodes Commodity Corp.
ATTN: Mr. William Loeb

PITTSTON

JOINT EXHIBIT 16. 5/1/74

102-5884

ESTABLISHED 1907

ALBERT R. LEE & CO., INC.

OFFICES IN NEW ORLEANS, LA. SAVANNAH, GA.

INSURANCE ADJUSTERS
MARINE SURVEYORS

90 JOHN STREET

NEW YORK, N.Y. 10038

TELEPHONE (212) 233-9200

CABLE ADDRESS "ARLEECOT" NEW YORK

January 17, 1972

IN REPLY REFER TO 24371-RLI

The Sprague & Rhodes Commodity Corp.
110 Wall Street
New York City, New York

Attention: Mr. Bill Loeb

Re: SS "TORONTO"
Arrived New York - 9.4.71
Assab/New York opt. Baltimore
B/L #5 - 998 Bags Coffee
Assab/New York opt. Baltimore
B/L #6 - 1,101 Bags Coffee

Dear Bill:-

We confirm that on December 1, 1971 we were in attendance at Pier 9B, Brooklyn, N.Y., and thereafter at Lehigh Distribution Center, Port Elizabeth, N.J., for the purpose of investigating a reported non-delivery of 1,071 bags of Coffee ex. the captioned importation.

At the time of our investigation we examined the delivery records which revealed the following:

Assab/New York opt. Baltimore B/L #5

345 bags delivered 9.27.71
326 bags delivered 9.28.71
327 bags delivered 9.28.71

Total 998 bags of Coffee

Assab/New York opt. Baltimore B/L #6

340 bags delivered 9.27.71
315 bags delivered 9.27.71
345 bags delivered 9.28.71
41 bags delivered 9.28.71

Total 1,041 bags of Coffee- 60 bags short

1,101 bags Coffee

JOINT EXHIBIT 16

We would here have it noted that the Longshoremen's Strike commenced on October 1, 1971 and terminated on November 29, 1971.

In discussing this matter with the stevedore Superintendant as well as the location man, we were advised that there were a quantity of these bags on the pier ex. the above 2 Bills of Lading, however, due to the heavy congestion on the pier, same could not be found at this time.

It was agreed, another investigation would be made several weeks after the pier was able to deliver a quantity of this cargo.

On December 9, 1971 we were in attendance at Lehigh Distribution Center, Port Elizabeth, N.J. for the purpose of examining their receiving records which we found as follows:

On Sept. 27, 1971 - 12 bags received
Marked: A.B. Ghimbi Certificate #2

On Sept. 27, 1971 - 1 bag received
Marked: A.B. Ghimbi Certificate #3

On Sept. 28, 1971 - 330 bags received
Marked: A.B. Ghimbi Certificate #4

On Sept. 28, 1971 - 156 bags received
Marked: A.B. Ghimbi Certificate #5

On Sept. 28, 1971 - 108 bags received
Marked: A.B. Ghimbi Certificate #6

On Sept. 28, 1971 - 67 bags received
Marked: A.B. Ghimbi Certificate #7

On Sept. 28, 1971 - 147 bags received
Marked: A.B. Ghimbi Certificate #8

On Sept. 28, 1971 - 107 bags received
Marked: A.B. Ghimbi Certificate #9

Total 928 bags received

JOINT EXHIBIT 16

In discussing this matter with the warehouse personnel, we were further informed that an additional 1,011 bags were received Marked: A.B. Djimanah, hand picked, Certificate #2-9.

Examination of these bags revealed that same were not the importers'.

We discussed this matter with the steamship company and advised them of the situation and after they checked their records it was determined that a quantity of these bags of adverse marks were actually imported for Carl Borchsenius Company Inc.

On December 13, 1971 we were again in attendance at the pier for the purpose of reinvestigating this matter.

We spoke with the Pier Superintendant as well as the location man and were advised that a total of 268 bags have been located as indicated hereafter:

Original Marks - Certificate #3 12 bags
Original Marks - Certificate #5 1 bag
Original Marks - Certificate #6 86 bags
Original Marks - Certificate #7 139 bags
Original Marks - Certificate #8 21 bags
Original Marks - Certificate #9 9 bags

Total 268 bags

We made a thorough search of the pier and we did find additional bags Marked: A.B. Ghimbi Certificate #2-9 mixed with bags Marked: A.B.Djimanah various Certificates.

In discussing this matter with the Pier Superintendant they agreed to arrange to have 2 men,aChecker and a Hi-lo available for us in order to manipulate these bags.

On December 22, 1971 we were again in attendance at the pier for the purpose of manipulating and examining these adverse marked bags.

After this was accomplished, it was subsequently determined that the additional bags as follows, were on the pier:

JOINT EXHIBIT 16

A.B. Ghimbi	Certificate #2	12 bags
A.B. Ghimbi	Certificate #4	38 bags
A.B. Ghimbi	Certificate #5	16 bags
A.B. Ghimbi	Certificate #8	18 bags
A.B. Ghimbi	Certificate #9	58 bags

Total 142 bags

We discussed this matter with the steamship company and the stevedores and it was agreed that any open delivery order would be lodged at the pier in order for us to pick up the 268 bags as well as the 142 bags that were on the pier.

With the quantity of bags that were on the pier, which we have found, as well as the 928 bags that have been delivered, there was a total of 761 bags short.

Would you kindly advise the undersigned when the 410 bags are picked up, so that we might be in a position to report this matter to interested Underwriters.

In the meantime, we would recommend that written Notice of Claim be filed against the steamship company, for the full amount of this loss.

All our actions in this matter are without prejudice and subject to the terms and conditions of the policy of insurance.

Very truly yours,
Albert R.Lee & Co. Inc.

By: R.L. Iversen

RLI:re

cc: Chubb & Son, Inc.
Att: Mr. Burgard
Ref: #89553

SURVEYORS AND ADJUSTERS
90 JOHN STREET
NEW YORK, N. Y. 10038

JOINT EXHIBIT 17.

Examined for The Account of Whom It May Concern
At the Request of: Chubb & Son, Inc.(Ref.#89553-F-29)
Imported by: The Sprague & Rhodes Commodity Corp.
Ex SS "TORONTO" from Assab
Arrived at New York - September 4, 1971

- -

SHIPMENT

Assab/N.Y. opt. Baltimore B/L #5 - 998 bags Coffee

" / " " " " #6 -1,101 " "

- -

We certify that on December 1, 1971 and subsequent dates thereafter at Pier 9A, Port Authority, Brooklyn, N.Y., and Lehigh Distribution Center, Port Elizabeth, N. J., for the purpose of investigating a reported non-delivery of 1,071 bags of Coffee ex the captioned importation.

At the time of our investigation at the pier, we examined the delivery records which indicated the following:

Assab/N.Y. opt. Baltimore B/L #5

345	bags	delivered	9/27/71
326	"	"	9/28/71
327	"	"	9/28/71

Total:- 998 bags of Coffee

Assab/N.Y. opt. Baltimore B/L #6

340	bags	delivered	9/27/71
315	"	"	9/27/71
345	"	"	9/28/71
41	"	"	9/28/71

1,041 bags of Coffee
60 " short

1,101 bags of Coffee

We received this loss on October 14, 1971 at which time there was a Longshoremen's Strike in effect. The Longshoremens Strike commenced on October 1, 1971 and did not terminate until November 29, 1971.

- - - - - - - -

JOINT EXHIBIT 17

Imported by: The Sprague & Rhodes Commodity Corp.
Ex SS "TORONTO" from Assab

- -

In discussing this matter with the Stevedore Superintendant, Mr. Johnston, as well as the Location Man, we were advised that there was a quantity of the bags on the pier ex the above 2 bills of lading however, due to the heavy congestion on the pier, same could not be located at this time.

It was agreed by all concerned that another investigation would be accomplished several weeks after the pier was able to deliver a quantity of cargo. All bags identified as Ghimbi, to be held on the pier.

On December 9, 1971, we were in attendance at Lehigh Distribution Center, Port Elizabeth, N.J. for the purpose of examining their records which read as follows:

On Sept. 27, 1971 Marked: A.B. Ghimbi Certf. #2	-	12	bags received
On Sept. 27, 1971 Marked: A.B. Ghimbi Certf. #3	-	1	" "
On Sept. 28, 1971 Marked: A.B. Ghimbi Certf. #4	-	330	" "
On Sept. 28, 1971 Marked: A.B. Ghimbi Certf. #5	-	156	" "
On Sept. 28, 1971 Marked: A.B. Ghimbi Certf. #6	-	108	" "
On Sept. 28, 1971 Marked: A.B. Ghimbi Certf. #7	-	67	" "
On Sept. 28, 1971 Marked: A.B. Ghimbi Certf. #8	-	147	" "
On Sept. 28, 1971 Marked: A.B. Ghimbi Certf. #9	-	107	" "
Total:	-----	928	bags received

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BEST COPY AVAILABLE

JOINT EXHIBIT 17

Imported by: The Sprague & Rhodes Commodity Corp.
Ex SS "TORONTO" from Assab

- -

In discussing this matter with the Warehouse Personnel, we were further informed that an additional 1,011 bags were received, marked A.B. Djimmas-hand picked, Certificate Nos. 2/9/. We examined the bags marked A.B. Djimmas, and took note that these bags were not of the Importer's original marks, however the certificate numbers were the same.

We discussed this matter with the steamship company and advised them of this matter and after they checked their records, it was determined that apparently there had been a cross delivery of bags of Coffee with marks identified as A.B. Djimmas, which were actually imported by Carl Borchsenius Company, Inc.

On December 13, 1971, we were again in attendance at the pier for the purpose of re-investigating this matter.

We spoke with the Pier Superintendant, as well as the Location Man, and were advised that a total of 268 bags of Coffee identified as original marks had been located on the pier. We examined these bags and noted the outturn, as follows:

Original	Marks	-	Certf.	#3 -	12	bags
"	"	-	"	5 -	1	"
"	"	-	"	6 -	86	"
"	"	-	"	7 -	139	"
"	"	-	"	8 -	21	"
"	"	-	"	9 -	9	"
			Total:	---	268	bags

We made a thorough search of the pier and we did find additional bags marked A.B. Ghimbi, Certf. Nos. 2/9 mixed with bags marked A.G. Djimmas, various certificate numbers.

In discussing this matter with the Pier Superintendant, it was agreed that arrangements would be made to have two men and a checker, as well as a hilo available for us in order to manipulate these bags and determine the quantity of bags identified as A. Ghimbi.

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JOINT EXHIBIT 17

Imported by: The Sprague & Rhodes Commodity Corp.
Ex SS "TORONTO" from Assab

- -

On December 22, 1971, we were again in attendance at the pier for the purpose of manipulating and examining these bags of adverse marks.

After this was accomplished, it was subsequently determined that the following bags were available bearing the Importer's original marks and numbers.

A.B. Ghimbi	Certf.	#2	-	12	bags
A.B. Ghimbi	"	4	-	38	"
A.B. Ghimbi	"	5	-	16	"
A.B. Ghimbi	"	8	-	18	"
A.B. Ghimbi	"	9	-	58	"
Total:	-----			142	bags of Coffee

We discussed this matter with the steamship company and the stevedores, and it was agreed that since the delivery records showed a complete delivery as adverse marks had been picked up under these delivery records, an open delivery order would be lodged at the pier in order to pick up the 410 bags of Coffee.

We were subsequently advised by the Importer that only 390 bags were picked up, leaving a shortage of 781 bags of Coffee, as detailed hereafter.

Certf.	#2	-	343	bags	short
"	3	-	354	"	"
"	4	-	1	"	"
"	5	-	43	"	"
"	6	-	6	"	"
"	7	-	6	"	over
"	8	-	16	"	short
"	9	-	24	"	"
			781	bags short	

On February 2, 1972, we were again in attendance at Pier 9A, Brooklyn, N.Y. for the purpose of determining whether or not any additional bags were available on the pier for delivery.

- - - - - - - - -

JOINT EXHIBIT 17

Imported by: The Sprague & Rhodes Commodity Corp.
Ex SS "TORONTO" from Assab

- -

We discussed this matter with the Pier Superintendant, who confirmed there was, in fact, only 390 bags delivered out of 410 bags which were found on the pier.

We made a search of the pier but unfortunately could not locate any of the missing bags, hence there is a total shortage of 781 bags, not found.

With respect to this shortage, it is apparent there had been a cross delivery by the pier and we therefore recommended to the Importer that written notice of claim be filed against the steamship company for the full amount of this loss.

All our actions in this matter were without prejudice and subject to the terms and conditions of the policy of insurance.

ALBERT R. LEE & CO., INC.

BY: Roger L. Iversen
Roger L. Iversen

New York, N.Y.
March 29, 1972
File No. 24371-RLI
mf

327a

JOINT EXHIBIT 18.

BIGHAM ENGLAR JONES & HOUSTON

99 JOHN STREET

NEW YORK, N.Y. 10038

WALTER E. HALONEY
G. ARTHUR BLANCHET
J. JOSEPH NOBLE
JOHN L. QUINLAN
ALFRED J. MORGAN, JR.
SHELDON A. VOGEL
VINCENT L. LEIBELL, JR.
DONALD M. WAESCHE, JR.
JOHN J. MARTIN
ROY LEIFFLEN
JULIAN S. GRAVELY, JR.
DANIEL A. SULLIVAN
JAMES H. SIMONSON
JOHN L. CONNERS
DONALD F. CONNORS
J. BOND SMITH, JR.
JOSEPH A. KILBOURN
ROBERT F. EWALD
JAMES M. HUGHES
JOSEPH J. MAGRATH, 3RD
JOHN B. SHIELDS
DOUGLAS A. JACOBSEN
JAMES J. TAYLOR
LOUIS P. SHEINBAUM
WILLIAM M. KEEGAN
WILLIAM H. PRATT

F. HERBERT PREM
JOHN M. AHERNE
COUNSEL

TELEPHONE
(212) 732-4646

ROY LEIFFLEN
MEMBER OF D.C. BAR
NATIONAL PRESS BUILDING
WASHINGTON, D.C. 20004

CABLES "KEDGE"

WESTERN UNION
TELEX 12-5992

RCA TELEX
235332

February 22, 1973

S.S."TORONTO" Voy. 3046
Shortage of Coffee
Bs/L 5, 6, - $45,000
Your File No. 102-5884
Our File No. J-8443

. . .

Messrs. Haight, Gardner, Poor & Havens
One State Street Plaza
New York, New York, 10004

Attention: LeRoy S. Corsa, Esq.

Gentlemen:

With further reference to the above entitled action and, in particular, your letter of February 20th, we enclose the following documents:

1. Letter of Albert R. Lee & Co., Inc. to The Sprague & Rhodes Commodity Corporation, in respect of this loss, dated January 17, 1972.

2. Letter of Johnson & Higgins to Chubb & Son Inc., dated December 23, 1971.

3. Letter of the Sprague & Rhodes Commodity Corporation to Davidson Transfer & Storage Company, dated October 15, 1971.

JOINT EXHIBIT 18

Packet

4. Letter of The Sprague & Rhodes Commodity Corporation to Barber Steamship Lines, Inc., dated October 15, 1971.

5. Survey report of Albert R. Lee & Co., Inc., dated March 29, 1972.

This file is very voluminous and if there are any additional documents you may desire, we shall be very pleased to furnish same, if you will be kind enough to "pin point" these documents in order to save an inordinate time of research in delving through this file.

Yours very truly,

BIGHAM ENGLAR JONES & HOUSTON

By James F. Hart
James F. Hart

JFH:ai
enc.

JOINT EXHIBIT 19.

#5 — 5 — 575 # FORCE 9/27/71
#6 — 7 — 746 #
#7 — 4 — 418 #
#8 — 5 — 536 #
#9 — 6 — 640

PITTSTON STEVEDORING CORP.

PAGE NO. 89

Received *in good order from on board the* TORONTO *Voy. No.* 3046 N.Y. CAS.

from ASSAB *B/L No.* BALTIMORE #5

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	A.B. GH INA.				134# each
200	CEAT. 5	200			
200	6	200			133709
200	7 ✓	200	BALE COFFEE		~~60 LS Kilos~~
126-~~87~~-74	8 ✓	200			
145-53	9 ✓	200			
		1000			
Davidson Transfer		SEP 27 1971 (118)			
7172 FB Md.		Three hundred twenty-five	325		
DAVIDSON		SEP 28 1971 (152)			
64999 A MD.		THREE TWENTY SIX	326		
DAVIDSON		SEP 28 1971 131			
64674		THREE TWENTY SEVEN	327	9 98	
	3046				
	CRSE 11				
			1.998		

JOINT EXHIBIT 19

PITTSTON STEVEDORING CORP.

PAGE NO. 90

Received in good order from on board the CRONTOI Voy. No. 3046

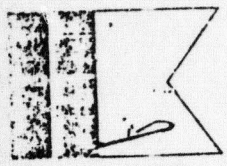
from ASSAB B/L No. Baltimore #6

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	A.B CHINBI				134#
(3/11) -27	CRAT. 2	✓ (367)			
(315) (10)	-- 3	✓ 367 } Bags Coffee			
335-14	-- 4	✓ 367			147912#
		1101			
Dunlop Transport		SEP 27 1971 (115)			
4165A Rd.		Three hundred forty	340		X Fleyman
		(116)			
6519FA Rd.		Three hundred fifteen	315		X Snyder
— " —		SEP 28 1971 (133)			
X AA28711		Three Forty Five	345		
— " —		SEP 28 1971 (135)			
8049FB Mel.		Forty One	41	1041	
Altman		DEC 1971 (114)			
6141816F R.		Truckline	X(1)	1095	X
Raffaele		JAN 6 1972 (288)			
78575 Y		Forty-Two	42		X Joe Raffaele
30<16.		6 offer			
			1095		
CRSE 11					

JOINT EXHIBIT 20.



barberlines

HOMEWARD BILL OF LADING

NUMBER
FIVE NEW YORK
Option BALTIMOR

SHIPPER
Messrs. A. BESSE & CO. (ETHIOPIA) S.C., Addis Ababa

CONSIGNED TO
ORDER OF Commercial Bank of Ethiopia S.C., Addis Ababa

ADDRESS ARRIVAL NOTICE TO
Messrs.
The Sprague & Rhodes Commodity Corp.,
99, Wall Street, New York, N.Y. 10005,
U.S.A.

ALSO NOTIFY

VESSEL "TORONTO" | VOYAGE NO. | FLAG

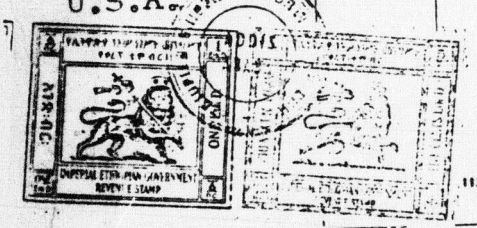
PIER | PORT OF LOADING ASSAB

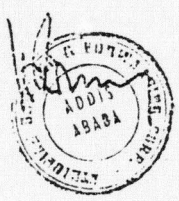
PORT OF DISCHARGE (Where goods are to be delivered to consignee or on-carrier)
NEW YORK Option BALTIMORE

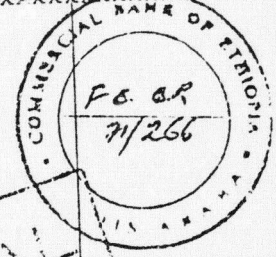
FOR TRANSSHIPMENT TO (If goods are to be transshipped or forwarded at port of discharge)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
			WEIGHT SAID TO BE	
A.B. GIMBI HANDPICKED cert. 5-200 bags 6-200 bags 7-200 bags 8-200 bags 9-198 bags 998 bags PRODUCE OF ETHIOPIA U.S.A.	998	bags GIMBI HANDPICKED COFFEE U.G.Q. (NINE HUNDRED NINETY EIGHT BAGS ONLY) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx "CEEAN ON BOARD" Assab, 2nd August 1971.	gross kos.60.528.7 net kos.59.880.-	







ORIGINAL

"FREIGHT PAYABLE AT DESTINATION"

at US$ 39.- per 1000 kos.	US$ 2,360.62
plus 25% surcharge	590.16
plus bunkering surcharge of US$ 3.- per 1000 kos.	181.59
plus optional charges of US$ 3.- per 1000 kos.	181.59
TOTAL $	US$ 3,313.96

Shipped on board. in apparent good order and condition, except as noted, certain cargo as described by the shipper, (quality, condition, quantity, contents, marks, gauge, weight and value unknown) to be transported under or pursuant by the vessel herein named and bound for the port or ports as stated below, via other port or ports, whether in or out of the usual or geographical route, and via Panama Canal, Suez Canal, Cape of Good Hope, Cape Horn or Straits of Magellan, or otherwise, and subject to vessel's engagements not now disclosed, and whether altering the voyage or involving deviation therefrom, and to be delivered all subject to the exceptions, agreements, provisions and conditions hereof set forth in this Bill of Lading in like apparent good order and condition from vessel's tackle and/or deck and in case of bulk liquids from vessel's pipe line connections on the vessel where carrier's responsibility shall cease, at the port of destination named below or as near thereto as she may safely get and lie always afloat, at all stages of the tide, unto the consignee named above or to his assigns upon surrender of the original of this Bill of Lading duly endorsed if issued as an "Order Bill of Lading" or if otherwise required by the carrier, and upon payment of any freight and charges due and in case a general average has been declared, upon the giving of proper security as hereinafter specified.

In accepting this Bill of Lading, the shipper, owner and consignee of the goods, and the holder of the Bill of Lading agree to be bound by all the stipulations, exceptions and conditions stated on this page and front page, whether written, printed or stamped, as fully as if they were signed by each shipper, owner, consignee or holder.

"IN WITNESS WHEREOF XXXXXX TWO Bills of Lading all of this tenor and date have been signed, one of which being accomplished the others to stand void."

(Continued on reverse side)

Printed in U.S.A.
Rev. 10/69

Place and date of issue: Assab, 2nd August 1971.

By

AS AGENTS FOR BARBER LINES A/S, CARR

BEST COPY AVAILABLE

JOINT EXHIBIT 20

AGENTS

United States Atlantic	Barber Steamship Lines Inc., New York, N. Y.
United States Gulf	Biehl & Co., Inc., New Orleans, La.
	Strachan Shipping Co., New Orleans, La.
	(Middle East/East African homeward)
United States Pacific	Overseas Shipping Company, San Francisco Calif.
United States Central	Tri-Coast Shipping Company, Chicago, Ill.
Thailand	Thoresen & Co., (Bangkok) Ltd.—Bangkok
Philippines	Macondray & Co., Manila
Hong Kong	Thoresen and Co., Ltd.
Japan	Dodwell Liner Agencies, Tokyo
Indonesia	P. N. Djakarta Lloyd, Djakarta
Singapore	Harrisons & Crosfield (Singapore) Private Ltd.
Ceylon	Harrisons & Crosfield, Ltd., Colombo
Vancouver, B.C.	Canadian Blue Star Line
Venezuela	C. A. Venezolana Seimaduro, Caracas
Panama	W. Andrews & Co., Cristobal
Nigeria	Palm Line Agencies of Nigeria, Ltd., Lagos
Ivory Coast	Transcap Shipping, Abidjan
Republic of Cameroons	Transcap Shipping, Douala
Sierra Leone	Sierra Leone Shipping Agencies, Ltd., Freetown
Liberia	Paterson, Zochonis & Co., Ltd., Monrovia
Ghana	Liner Agencies (Ghana) Ltd.—Accra-Tema-Takoradi
London	Barber Steamship Lines, Ltd.
Canada (Eastern)	Hurum Shipping & Trading Co., Ltd., Montreal
Malaysia (West)	Harrisons & Crosfield (Malaysia) Sdn. Berhad
Iran	H. Nahai & Brothers, Teheran, Khorramshahr
Iraq	Iraqi Maritime Transport Co., Basrah
Dubai	Gulf Agency Co.
Saudi Arabia	General Machinery Agencies, Jeddah-Dammam
Sudan	Red Sea Shipping Co. (Sudan) Ltd., Port Sudan-Khartoum
Kuwait	Arabian Seas Shipping Agencies Ltd.
Kenya	Smith Mackenzie & Co., Ltd., Mombasa
Tanzania	The State Trading Corp., Dar es Salaam
South Africa	John T. Rennie & Sons (Pty.) Ltd., Durban
Angola, P.W.A.	Camara & Cia., Ltd., Luanda

Destination must be declared, for the entire shipment covered by this Bill of Lading, to the vessel's agents at New York, at least 48 hours before vessel's arrival at destination.

1. This bill of lading shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the ship, her owner, master, operator, owner, operator, charterer, or master, shall be deemed to include the Carrier, the Carrier and the Merchant occurs in this B/L, but shall be deemed to include the vessel and her owner, the Carrier and the Merchant, the vessel and her owner, the Carrier and the Merchant, the vessel and her owner, the Carrier and the Merchant,

JOINT EXHIBIT 20

barberlines

HOMEWARD BILL OF LADING

NUMBER 6 NEW YORK OPTION BALTIMORE

SHIPPER
Messrs. A. BESSE & CO.(ETHIOPIA) S.C., Addis Ababa

CONSIGNED TO
ORDER OF Commercial Bank of Ethiopia S.C., Addis Ababa

ADDRESS ARRIVAL NOTICE TO
Messrs.
The Sprague & Rhodes Commodity Corp.,
99, Wall Street,
New York, N.Y. 10005, U.S.A.

ALSO NOTIFY

VESSEL "TORONTO" VOYAGE NO. FLAG

PIER

PORT OF LOADING ASSAB

PORT OF DISCHARGE (*Where goods are to be delivered to consignee or on-carrier*)
NEW YORK OPTION BALTIMORE

FOR TRANSSHIPMENT TO (*If goods are to be transshipped or forwarded at port of discharge*)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
			WEIGHT	SAID TO BE
A. B. GIMBI HANDPICKED	1,101	bags GIMBI HANDPICKED COFFEE U.G.Q.	gross kos. net kos.	66.775.65 66.060.-
cert. 2-367 bags 3-367 bags 4-367 bags		(ONE THOUSAND ONE HUNDRED ONE BAGS ONLY)		
1,101 bags		xxxx

JOINT EXHIBIT 20
AGENTS

United States Atlantic	Barber Steamship Lines Inc., New York, N. Y.
United States Gulf	Riehl & Co., Inc., New Orleans, La.
	Strachan Shipping Co., New Orleans, La. (Middle East/East African homeward)
United States Pacific	Overseas Shipping Company, San Francisco, Calif.
United States Central	Tri-Coast Shipping Company, Chicago, Ill.
Thailand	Thoresen & Co., (Thailand) Ltd.—Bangkok
Philippines	Macondray & Co., Manila
Hong Kong	Swire & Co., Ltd.
Japan	Dodwell Liner Agencies, Tokyo
Indonesia	Djakarta Lloyd, Djakarta
Singapore	Harrisons & Crosfield (Singapore) Private Ltd.
Ceylon	Harrisons & Crosfield, Ltd., Colombo
Vancouver, B.C.	Canadian Blue Star Line
Venezuela	C. A. Venezolana Seimaviro, Caracas
Panama	W. Andrews & Co., Cristobal
Nigeria	Palm Line Agencies of Nigeria, Ltd., Lagos
Ivory Coast	Transcap Shipping, Abidjan
Republic of Cameroons	Transcap Shipping, Douala
Sierra Leone	Sierra Leone Shipping Agencies, Ltd., Freetown
Liberia	Paterson, Zochonis & Co., Ltd., Monrovia
Ghana	Liner Agencies (Ghana) Ltd.—Accra-Tema-Takoradi
London	Barber Steamship Lines, Ltd.
Canada (Eastern)	Hoeum Shipping & Trading Co., Ltd., Montreal
Malaysia (West)	Harrisons & Crosfield (Malaysia) Sdn. Berhad
Iran	H. Nahai & Brothers, Teheran, Khorram-shahr
Iraq	Iraqi Maritime Transport Co., Basrah
Dubai	Gulf Agency Co
Saudi Arabia	General Machinery Agencies, Jeddah-Dammam
Sudan	Red Sea Shipping Co. (Sudan) Ltd., Port Sudan-Khartoum
Kuwait	Arabian Seas Shipping Agencies Ltd.
Kenya	Smith Mackenzie & Co., Ltd., Mombasa
Tanzania	The State Trading Corp., Dar es Salaam
South Africa	John T. Rennie & Sons (Pty.) Ltd., Durban
Angola, P.W.A.	Camara & Cia., Ltd., Luanda

1. DEFINITIONS.

In this Bill of Lading the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the "Carrier" means only the ship, her owner, master, operator, demise charterer, and bareboat charterer for the time being and any substituted carrier, whether the owner, operator, charterer or master shall be described as carrier or bailee. Wherever the term Merchant occurs in this B/L, it shall be deemed to include the Shipper, the Consignee, the Holder of this B/L, the Receiver and the Owner of the goods.

2. PARAMOUNT CLAUSE.

This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, nondelivery, or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance, and rules thereto annexed which may be in effect where this bill of lading is issued.

The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from liability authorized by the provisions of Sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

3. IDENTITY OF CARRIER AND HIMALAYA CLAUSE.

The contract evidenced by this B/L is between the Merchant and the Owner of the ocean vessel named herein (or substitute) and it is therefore agreed that said Shipowner only shall be liable as Carrier under this contract. It, however, it shall be adjudged that any other is the Carrier, all defences, including all limitations of and exonerations from liability, provided to the Carrier by law or by this B/L shall be available to such other.

All defences under this B/L shall inure also to the benefit of the Carrier's agents, servants and employees and of any independent contractor, including stevedores, performing any of the Carrier's obligations under the contract of carriage or acting as bailee of the goods, whether sued in contract or in tort.

For the purpose of this clause all such persons, firms or legal entities as alluded to above shall be deemed to be parties to the contract evidenced by this B/L and the person, firm or legal entity signing this B/L shall be deemed to be their agent or trustee.

4. JURISDICTION.

Unless otherwise herein expressly provided, this Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

5. PERIOD OF RESPONSIBILITY.

If this Bill of Lading is not issued for a shipment to or from U. S. Ports then notwithstanding any other provisions herein, goods in the custody of the Carrier or his agents or servants before loading and after discharge, whether awaiting shipment or whether being forwarded to or from the vessel, landed, stored ashore or afloat, or pending transhipment, at any stage of the whole transport, are in such custody at the sole risk of the Merchant and thus the Carrier has no responsibility whatsoever for the goods prior to the loading on and subsequent to the discharge from the Vessel.

6. THE SCOPE OF VOYAGE.

As the vessel is engaged in liner service the Carrier has the right to make any departures from the direct and immediate transport from port of loading to port of discharge. The vessel may thus call, or omit to call, at any port for any purpose, whether of the current voyage or of any prior or subsequent voyage. Drydocking and repairs may take place with goods onboard.

7. CARGO IN CONTAINERS.

Goods may be stowed by the Carrier or his agents or servants in containers and containers which have been stowed or received fully stowed may be carried on or under deck without notice. The Carrier's liability for such carriage shall be governed by U. S. Carriage of Goods by Sea Act or the Hague Rules as defined above notwithstanding the fact that the goods are being carried on deck and the goods shall contribute to General Average and shall receive compensation in General Average.

8. DECK CARGO AND LIVE ANIMALS.

In respect of deck cargo, not covered by clause 7, and live animals the Carrier has no obligation specially to equip the vessel for the reception, carriage and preservation of such cargo and has no responsibility for loss or damage which may be attributable to the carriage on deck or for injury to or illness or mortality of live animals. For any such cargo the Carrier shall have the benefit of the defenses and limitations contained in the U. S. Carriage of Goods by Sea Act or the Hague Rules, and in no case the Carrier's responsibility shall exceed his responsibility for ordinary cargo according to this B/L. The burden of proving negligence on the part of the Carrier shall be on the Merchant.

9. REFRIGERATED CARGO.

A loading certificate issued by the Classification Society's Surveyor or any other competent person shall be conclusive evidence as to the fitness and safety of the voyage of the refrigerated cargo installation for the reception, carriage and preservation of refrigerated cargo.

The Carrier shall not be obliged to provide for refrigerated storage ashore.

10. SUBSTITUTION OF VESSEL, TRANSHIPMENT, LIGHTERAGE, ETC.

The Carrier has the right, but no obligation, to carry the goods to their destination by any other vessel than the vessel named herein, either belonging to the Carrier or not, or beyond or short of the port of destination and or store the goods either on shore or afloat and reship or forward the same at Carrier's expense but at Merchant's risk, and may also convey the goods by lighters in and from the vessel at Merchant's risk. In all cases of transhipment, lightering, forwarding, risk and or storage the Carrier acts as agent for the Merchant only, and is authorized to accept the terms of any warehouseman or carrier, even though less favourable to the Merchant than those customary in this B/L.

The responsibility of the Carrier shall be limited to the part of the transport performed in his own vessel, and the Carrier shall not be liable for damage or loss arising during any other part of the transport, even if the freight for the whole transport has been collected by him.

The Carrier [illegible] whether in his own service or not.

11. DEPOTS.

[illegible]

12. DEVIATION, LIFE OR PROPERTY OF THE PORTS.

Any change, deviation or [illegible] to be considered the vessel's arrival at destination being for the information of the shipowner only, shall not involve the Carrier in any responsibility or liability, the Merchant [illegible] obligation hereunder.

13. LOADING, DISCHARGE AND DELIVERY OF GOODS, LIGHTERAGE, ETC.

a) Notwithstanding any custom of the port to the contrary, all the goods under this contract must be ready [illegible] Carrier's disposal [illegible] day and—if required by the Carrier—[illegible] Sundays and holidays. If goods contracted for shipment are not available when the vessel is ready to load, the Carrier is relieved of any obligation to load such goods, and the vessel may [illegible] without [illegible] and deadfreight to be paid.

b) The Carrier [illegible] appoint a person or a corporation for the landing and receiving [illegible] or not anybody to act [illegible] whether delivery is taken overside or on shore. The Merchant [illegible] the goods as soon as the vessel is ready to deliver and [illegible] day and—if required by the Carrier—also by night, Sundays and holidays, notwithstanding any custom of the port to the contrary. Discharge may commence without previous notice.

c) If the goods are not taken by the Merchant at the time when the vessel is entitled to call upon him to take delivery or if they are not removed from alongside the vessel without delay, the Carrier shall be at liberty at the sole risk and expense of the Merchant to enter the goods, to move them, to land them on the wharf, quay or into warehouse or to discharge them into craft and sell them with or without prior notice, advertisement or legal authority and the contract of carriage shall be considered as fulfilled.

d) Notwithstanding any custom of the port to the contrary lightering whether before loading or in connection with transhipment or discharge is at the risk and expense of the goods even though arranged for by the Carrier or his Agents.

e) The Merchant shall accept his portion of unidentified loose or damaged goods.

f) Should the goods in the Carrier's option be in such condition that he considers it advisable to discharge, tranship, return, remove or destroy them, then he shall be entitled to do so at any port or place. In such case the Merchant shall bear the risk for the goods and the costs directly or indirectly incurred.

g) If delay is caused to the vessel for any reason whatsoever, the Merchant shall pay demurrage at the rate of US $ 0.35 per gross register ton per day or pro rata for portion of a day and time to count from vessel's arrival whether in berth or not. Time lost in waiting for berth to count as loading (discharging) time.

14. FREIGHT AND CHARGES.

a) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant conference tariff. If no such stipulations exist or are applicable the following clause to apply:

If the currency in which freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately increased equivalent to the extent of the devaluation of the said currency.

In case the Carrier has consented to payment in another currency than the abovementioned currency, then all freight and charges shall—subject to the preceding paragraph—be paid at the highest selling rate of exchange for banker's sight draft current on the day when such freight and charges are paid, if the banks are closed on the day when the freight is paid the rate to be used will be the one in force on the last day the banks were open.

b) Freight to be paid in cash without discount and, whether prepayable or payable at destination, to be considered as earned upon commencement of loading of the goods and not to be returned in vessel and/or goods lost or not lost. Prepayable freight and charges, if any, shall be paid at the latest upon commencement of loading of the goods and freight and charges, if any, payable at destination, at the latest on the date when the goods are delivered or should have been delivered.

c) No weighing of goods to take place onboard the vessel without permission of the Carrier. Any expenses for weighing onboard as well as extra expenses for discharging and delivery arising or resulting from weighing onboard to be borne by the Merchant, any custom of the port notwithstanding.

d) Goods once shipped cannot be taken away by the Merchant except upon Carrier's consent and against payment of full freight and compensation for any extra expenses through such taking away.

e) All dues, taxes and charges or any other expenses in connection with the goods shall be paid by the Merchant.

f) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any increase of war risk insurance premium and war risk increase of the wages of the Master, officers and crew and for any increase of the cost for bunkers and for deviation or delay caused by war or warlike operations or by government directions.

g) The Merchant warrants the correctness of the declaration of contents, insurance premium, weight, measurement or value of the goods but the Carrier reserves the right to have the contents inspected and the weight, measurement or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated on the B/L as freight payable.

15. LIEN.

The Carrier shall have a general lien upon the goods shipped hereunder (including any container or item of packing or of equipment in or on which goods are shipped) in respect of any amount for which the Merchant is liable to the Carrier. The Carrier shall also be entitled to sell or otherwise dispose of such goods and apply the proceeds towards satisfaction of such liability.

16. AGREED VALUE OF GOODS.

Whenever the value of the goods is less than the monetary liability per package or other unit of the goods, the value in the calculation and adjustment of claims for which the Carrier may be liable shall, for the purpose of avoiding uncertainty and difficulties in fixing the value, be deemed to be the invoice value plus freight and insurance, if paid, irrespective of whether any other value is greater or less.

17. INDIRECT LOSS OR DAMAGE.

The Carrier shall in no circumstances whatsoever be responsible for any direct or indirect loss or damage caused through delay or for any indirect loss or damage caused through physical loss or damage to the goods.

18. AMOUNT OF LIMITATION.

The responsibility of the Carrier shall in no case, whether governed by the U. S. Carriage of Goods by Sea Act, the Hague Rules or not, exceed the amount of US$500.—per package or customary freight unit. It is agreed that the word "package" shall include any container, flat pallet, van, trailer, vehicle, animal, pieces and all articles of any description except goods shipped in bulk.

19. PRESCRIPTION PERIOD.

In any event the Carrier and the Vessel shall be discharged from all liability whatsoever, unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

20. GENERAL AVERAGE AND SALVAGE.

General average to be adjusted at any port or place at the Carrier's option and to be settled according to the York—Antwerp Rules 1950. For this purpose the Merchant is bound to declare, if required, the value of the goods. Such deposit as the Carrier or his Agent, without prejudice, may deem sufficient to cover the estimated contribution of the goods and any special charges thereon shall, if required, be paid to the Carrier or his Agent prior to delivery and will be placed on trust account in bank in joint name of the Carrier and of the trustee for the Merchant.

In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from causes for which no fault is imputable to the Carrier or which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, loss or expense of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier salvage shall be paid for as fully as if the salving vessel of vessels belonged to strangers.

21. BOTH TO BLAME COLLISION CLAUSE.

(This clause [illegible] American [illegible] the negligence of the other vessel and of any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier [illegible] vessel, the Merchant will indemnify the Carrier [illegible] liability to the other or non-carrying vessel or her Owner in so far as such liability [illegible] claim, whatsoever, the Merchant paid or payable by the [illegible] Owner on her behalf or recovered by the [illegible] Carrier. The foregoing provisions shall also apply where the owners of any vessel other than a carrying vessel shall sue, or in admiralty [illegible] objects other than, or in addition to, collision or contact.

22. OPTION OF THE CARRIER.

a) If it shows to be impossible or [illegible] the performance or continued performance of the contract or the safety of the vessel or other transport by any hindrance, risk or delay resulting from events such as orders or directions by any government or authority, risks of nature, enemy operations, war, warlike operations, blockade, riots, civil commotions, epidemics, quarantines, labour troubles, strikes, lock-outs, congestion, adverse weather or ice conditions, the Carrier shall be entitled whether or not the events in question existed or were anticipated at the time of entering into this contract, if the carriage has not already commenced to cancel the contract, or in any event to discharge, transship, land or deliver the goods at any convenient port or place and to forward them at the sole risk and expense of the Merchant to destination [illegible] delay, [illegible] to discharge, or otherwise to deal with the goods as the Carrier may think advisable.

b) The discharge from the ship as provided in the preceding paragraph constitutes complete delivery and performance under this contract and the Carrier shall accordingly be deemed to have fulfilled the contract. After cancellation or fulfilment the goods shall be at the Merchant's risk and expense.

c) For any service rendered to the goods as herein provided, the Carrier shall be entitled to a reasonable extra compensation.

d) In the event of any detention to the vessel due to any of the aforementioned causes, the Carrier shall be entitled to demurrage payable at the rate of US 0.35 per gross register ton per day or pro rata for portion of a day.

e) The Carrier or the [illegible] HAGUE & RHODES CONNECTICUT [illegible] then in accordance with this paragraph.

23. SUEZ CANAL—CAPE OF GOOD HOPE, [illegible] HORN

The contractual voyage under this Bill of Lading [illegible] Canal, the Cape of Good Hope or via the Panama Canal, Cape Horn or any other route and port there and the vessel may at the discretion of the carrier change from one route to another at any time.

PITTSTON Ex 21 FOR I.D
NC
5/2/74

PAGE 1A.

PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN-5-1974

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL TORONTO. VOY. NO. 30/C

ARRIVED PIER 9A BKLYN DATE Sept. 5-1971

	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
1	KERMANSHAH	1	100 Bags PISTACHIOS	PARADISE		8	NOT FOUND
9	MASSAWA	5	500 Bags SESAME SEED	DUN AT		34	4 Bags POST-15-NOT
10	— —	10	440 Bags MUSTARD SEED	NPC X		2	NOT FOUND

PITTSTON FORM No. 224 H
Revised 4/71

DELIVERY CLERK

JOINT EXHIBIT 21.

335a

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PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN. 5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL TORONTO VOY. NO. 3046

ARRIVED PIER 94 Bklyn DATE SEPT. 5-1971

Code	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
49	Port-Sudan	33	150 Bales Sheepskins	L KH T L-1-71/72 1/150		10	
48	—.—	32	60 Bales —.—	SASOO 1/60	1		Post-15-North
47	—.—	31	200 Bales —.—	SALIM 701/900	2		Post-15-North
50	—.—	34	150 Bales —.—	SASEO	2		Post-15-North
5	Fassawa	1	400 Bags Niger Seed	IRCK AU	1		Post-15-North
6	—.—	2	500 Bags —.—	AVA AU	12		Post-15-North
7	—.—	3	500 Bags —.—	HINK AU	12		Post-15-North

PITTSTON FORM NO. 224 M
Revised 4/71

DELIVERY CLERK

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PITTSTON STEVEDORING CORP. OVER SHORT and DAMAGE REPORT ON DELIVERY DATE JAN-5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL Toronto VOY. NO. 3046

ARRIVED PIER 9A Bklyn DATE Sept. 5-1971

No.	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
58	Port Sudan	42	50 Bales Sheepskins	TMA H H 4646/4739		1	N/F
65	Djibouti	6	1670 Bags Coffee	KADIR-EBBA 305/309		(6)	305-(9) on Pallet-#11 308 (1) on- #53
70	—"—	11	432 Bags Coffee	ZAN CRT-31-36 32-36		16	#32-(12) Pallet-#16
72	Assab	2	1668 Bags Coffee	NPC 633/637	(19)		#635-(19) on Pallet #20
73	—"—	3	2168 Bags Coffee X	NPC —	—	—	LIGHTER AT PIER - 1/6/72 NO. ORDERS -
75	—"—	5	4173 Bags Coffee	OMAR MUSTAFA		10	140-1 151-2 #51 142-1 142-2 #35 144-1 7 Bags #29
76	—"—	6	834 Bags Coffee	MULU		40	N/F

PITTSTON FORM No. 224 M
Revised 4/71

Applied against shortage on code 73 (OVR)

DELIVERY CLERK

JOINT EXHIBIT 21

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PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN-5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL Toronto VOY. NO. 3046

ARRIVED PIER 94 - Bklyn. DATE Sept-5-1971

Code	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
78	ASSAB	8	7515 Bags Coffee	NAGASA SHARAFA		16	Pallet #38 #51 Nos #39 #50
							88-1 87-1 (6) Bags 81-1 98-2 99-1
80	— · —	9	226 Bags Coffee	ALX CHIMBI-	1		#457 (1) on Pallet #50
81	— · —	10	1441 Bags Coffee	ALX CHIMBI-	3		#547-1 Pallet #53 550-2 (3) #43
82	— · —	11	1667 Bags Coffee	ALX		18	556-(1) Pallet #52
83	— · —	12	6000 Bags Coffee	KIDANE Beyene		7	20-3 17-1 30-1 (11) Bags 29-4 13-1 14-1 var. Pallets
85	— · — AY/BALT	1	1667 Bags Coffee	K. DJIMMAH	8		64-7 #46 69-1 (8 Bags) #54

PITTSTON FORM No. 224 H
Revised 4/71

DELIVERY CLERK

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JOINT EXHIBIT 21

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PITTSTON STEVEDORING CORP. OVER SHORT and DAMAGE REPORT ON DELIVERY DATE JAN-5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL TORONTO VOY. NO. 3046

ARRIVED PIER 9A B'klyn. DATE Sept. 5-1971

Code	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
86.	ASSAB NY/BALT.	2	1667 Bags Coffee	K. DJIMMAH		43	70-13 #17 #36 104-4 (17) Bags
87	— — —	3	1667 Bags — —	SHANTILAL		10	213-4 202-13 VAR. Pallet No. 198-4 204-4 (25) Bags
88	— —	4	1667 Bags — —	SHANTILAL		43	207-6 205-1 (15) Bags. VAR Pallet No's. 200-1 206-7
89	— —	5	1000 Bags — —	A B CHIMBI		2	8-(1) Bag. Pallet #52
90	— —	6	1101 Bags — —	AB CHIMBI		48	N/F 42 Dol.
91	— —	7	1493 Bags — —	AB CHIMBI		59	5-15 6-1 VAR Pallet 227-7 8-3 (27) Bags 45 Dol. 6-1
92	— —	8	1668 Bags — —	AB DJIMMAH		34	218-2 226-3 VAR Pallet. 222-2 225-1 (11) Bags 29 Dol. 223-3

PITTSTON FORM No. 224 M
Revised 4/71

DELIVERY CLERK

JOINT EXHIBIT 21

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JOINT EXHIBIT 21

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PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN-5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL TORONTO VOY. NO. 3046

ARRIVED PIER 9A Bklyn. DATE Sept. 5-1971

Date	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
93	ASSAB NY/BALT	9	1667 Bags Coffee	AB·DJIMMAH	36		203-3 213-22 205-6 222-2 200-3 (36) Bags
94	——	10	1667 Bags ——	——		24	221-2 220-12 219-7 (21) Bags
95	——	11	508 Bags. ——	SHANTILAL		4	219 (4) Bag. Pallet # 23
96	DJIBOUTI NY/BALT.	1	1670 Bags ——	KADIR. EBBA	1		312 (1) Bag. Pallet # 33
97	——	2	1670 Bags ——	——	1		318 (1) Bag. Pallet # 50
99	——	4	668 Bags. ——	——	26		326-(26) Bags. STAINS POST-IN-NORTH
101	——	6	334 Bags ——	——	1		(2) Bags. Pallet # 52

PITTSTON FORM No. 224 M
Revised 4/71

DELIVERY CLERK

Page 6

PITTSTON STEVEDORING CORP. OVER SHORT and DAMAGE REPORT ON DELIVERY DATE JAN-5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL Toronto VOY. NO. 3046

ARRIVED PIER 9A B'klyn DATE Sept-5-1971

Item No.	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
106	DJIBOUTI NY/BALT	11	1670 Bags Coffee	KADIR EBOA	4		331-(4) Bags Pallet #49
107	— " —	12	1670 Bags — " —	— " —		3	3 Bags- Pallet #34
108	— " —	13	334 Bags — " —	— " —	2		2 Bags Port 15-NORTH
109	— " —	14	334 Bags — " —	— " — AB-342		90	N/F
110	— " —	15	334 Bags — " —	— " — ABT-337	1		1 Bags- Pallet #27

PITTSTON FORM No. 224 H
Revised 4/71

DELIVERY CLERK

JOINT EXHIBIT 21

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Pittston Ex 22 PRID 5/8/74 NC

barberlines

BARBER STEAMSHIP LINES, INC. as Agents
FOR BARBER LINES A/S, CARRIER
17 BATTERY PLACE, NEW YORK, N. Y. 10004.

M/S _____, CAPTAIN _____

SAILING FROM _____, DATE _____, TO _____

THE SAID VESSEL IS OWNED BY _____, WAS BUILT AT _____, IS OF _____

AS PER REGISTER ISSUED AT _____, ON THE _____ DAY OF _____, 19____, AND IS CONSIGNED TO _____

	B/L NO.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	WEIGHT	TONS	CUBIC	RATE	
	84		Fe#3 Volkart Bros.			NY				SUBJECT Optional Charges (Per Con)	US $ 3/-
	86		— do —			NY					5338.43
	88		Fe#3 Carl Borgenius & Co 182 Front ST NYC			NY					5337.98
	88		— " —			NY					5338.98
	89	Messrs. A. BESSE & CO. ETHIOPIA S.C., ADDIS ABABA	Sprague & Robin TO THE ORDER OF COMMERCIAL BANK OF ETHIOPIA S.C. ADDIS ABABA.	CERT. BAGS CERT. BAGS 5 - 200 8 - 200 6 - 200 9 - 200 7 - 200 Fe#3 A. B CHIBIBI HANDPICKED U.G.Q PRODUCE OF ETH USA	do	SINGLE FARES CHIBIBI HANDPICKED U.G.Q COFFEE	60,538.7				$3313.90
	89	do do	Sprague & Robin do do	A.B. CHIBI HANDPICKED U.G.Q PRODUCE OF ETH USA CERT. BAGS CERT. BAGS 2 367 4 367 3 367	do	do do					
	90		Fe#3 Carl Borgenius At Tenn	do CERT. BAGS 221 - 291 227 - 367 5 - 167 6 - 167	do CERT. BAGS 7 - 167 8 - 167 9 - 167		90,485.1				
							137,248.7				

JOINT EXHIBIT 22.

BEST COPY AVAILABLE

JOINT EXHIBIT 24.

THE SPRAGUE & RHODES COMMODITY CORP.
NINETY-NINE WALL STREET
NEW YORK, N.Y. 10005

CABLES. SPRAGRODES

TELEPHONE: DI 4-8350

October 15, 1971

Barber Steamship Lines, Inc.
17 Battery Place
New York, N. Y. 10004

Attention Mr. Otis Herbert

Our Ref: #s. 1542-X / 1543-X
SS TORONTO - arrd. N. Y. 9/4/71
2099 Bags Ethiopian Coffee
B/L #s. 5 & 6, Assab
Ordered into Warehouse 9/23/71

Dear Mr. Herbert:

We have been advised by our weighers W. S. Force & Co., that 2,039 bags out of 2,099 bags on the above captioned shipment were weighed on the dock and supposedly picked up by Davidson Transfer & Storage Company for storage at Lehigh Distribution Center in Elizabeth, New Jersey.

We have made numerous attempts with all parties involved to determine as best possible how many bags were actually delivered to the warehouse to no avail. As of this date only 928 bags have been accounted for at the warehouse with the status of the balance still unknown.

This matter has been reported to our underwriters and we are hereby notifying you of our intent to file claim and hold you responsible for any losses, damages and-or expenses which are determined to be for your account.

We would appreciate your further cooperation resolving this situation.

Yours very truly,

THE SPRAGUE & RHODES COMMODITY CORPORATION

PITTSTON
DEPOSITION EXHIBIT FOR IDENTIFICATION 1
11/15/74 LZ

PR/fb

P. Rosario

c.c. Johnson & Higgins
Att: Bob Gardner

W. S. Force & Co.
A. Besse & Co.

Chefima (Ethiopia) Private Ltd. Co.
Registered mail R.R.R.

PITTSTON EX 1
11/15/74
LZ

JOINT EXHIBIT 25.

#5 — 5 — 7.5 # Forest 9/27/71
#6 — 7 — 746 #
#7 — 4 — 418 #
#8 — 5 — 536 #
#9 — 6 — 640

PITTSTON STEVEDORING CORP.

PAGE NO. 89

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L No.* BALTIMORE #5

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	A.B. GHINAI				131 [illegible]
(200)	CARS. 5	200			
(200)	6	200			133709
(200)	7	200	BALS COTTON		~~60 650 Kilos~~
126 [illegible]	8	200			
(145) [illegible]	9	200			
		1000			
Davidson Transfer		SEP 27 1971 (118)			
7172 FB Md.		Three hundred twenty-five	325		[illegible]
DAVIDSON		SEP 28 1971 (132)			
64199 FA MD.		Three Twenty Six	326		[illegible]
DAVIDSON		SEP 28 1971 131			
64674		Three Twenty Seven	327	498	[illegible]
	3046				
	[illegible] Lines, Inc.				
	CRSE 11				
		[illegible] Clk.			

JOINT EXHIBIT 25.

PITTSTON STEVEDORING CORP.

PAGE NO. _____

Received *in good order from on board the* _____ *Voy. No.* _____

_____ *from* _____ *B/L No.* _____

the following packages for the account of _____

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER

PITTSTON

DEPOSITION 2
EXHIBIT FOR
IDENTIFICATION
11/15/74 CC

JOINT EXHIBIT 26.

PITTSTON STEVEDORING CORP.

PAGE NO. 90

Received in good order from on board the [CRONTOL] Voy. No. 3046

from ASSAB B/L No. Baltimore #6

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVE
	A.B (HINAI				
	2	(367)			
315 (10)	3	367			
335-14	4	367			
		1100			
		SEP 27 1971			
		Three hundred forty	340		
		(116)			
		Three hundred fifteen	315		
		SEP 28 1971 (133)			
		Three Forty Five	345		
		SEP 28 1971 (135)			
		Forty One	41		
		(144)			
		Twelve	12		
		(288)			
		Forty-Two	42		
3046		6 ofer			

CRSC 11

JOINT EXHIBIT 26

PITTSTON STEVEDORING CORP.

PAGE NO. _____

Received *in good order from on board the* _____ *Voy. No.* _____

_____ *from* _____ *B/L No.* _____

the following packages for the account of _____

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER

JOINT EXHIBIT 27.

4 copies

[illegible]

[illegible]

[illegible]

Petition No. 78-[illegible]

Concerning [illegible]

[illegible]

'Tai Pung' Voy 8061 -

While a fork lift truck was handling 1 case containing a lathe, it fell and serious damages was done to the lathe. Pilston had their surveyor examine the damages to the lathe which was at Pier 9E. The 1 box lathe was said to be valued at $15,000.00 and covered by Nagoya/New York B/L 3111. Up to the present no claim has been filed. The vessel arrived New York April 1972.

BEST COPY AVAILABLE

JOINT EXHIBIT 27

Tremaine Voy 8001 - $500.00
Our ref BEFB-16
Pittston Ref - None
Manila/New York B/L 25 - Covered/case Piano. On Nov. 24th, 1969 when loaders were loading the case onto a truck, the case slipped from the fork lift and crashed to the pier floor. Cost of repairs was $730.00. Claim settled for $500.00 but Pittston declined to have claim.

PITTSTON
DEPOSITION EXHIBIT FOR IDENTIFICATION 4
10/15/74 LL

Toreador 31 B. - $224.94
Our ref AEFB-4
Pittston Ref. None
Yokohama/New York B/L 15 - Consist of 17 cameras. A longshoreman was apprehended and in his possession there was found a movie camera. Assumption all 17 cameras was stolen on the pier

JOINT EXHIBIT 27

Transdat 19B - $366.50
Our ref BEFC-735
Pittston ref 267-65
Houghton/New York 8/7/82 - Covered outage and short delivery. We have no proof that the shipment was handled complete and that all packages were accounted.

Tarantel 11B - $2926.60
Our ref 1-BEFL-419
Houghton/New York 8/7/36 - Doors reported 17 cartons on the pier but when consignee went to pick received 1 carton only. Pittston were agreeable to a settlement of 50% but we insisted upon 100% or $2926.60.

Tyi Vny 2A - $1070.44
Our ref ARSZ-1
Pittston ref 153-68 - During loading stevedores dropped 12 pieces of pipe overboard. Pittston received 10 pieces but as the pieces were bent and damaged they were condemned and dumped.

JOINT EXHIBIT 27

"Tineadin" 31A - $2.00 -
Our ref. AFBT-5
Pilistar ref. 212-66
Invoice/Manila B/L 95, 96 & 97. Shrinkage principally on grounds for both orders equally, forwarded of which 64 cartons in damaged condition. We made offer of $250.00 in close out the claim.

Tienda 17A - $633.36
Our ref WAO-1
Pilistar ref. none
Invoice/Monrovia 17-27. 60 cartons delivered to pier and receipted for but when placing into the crib 28 cartons could not be found.

Tilania 16A - $2130.32
Pilistar ref 167-64.
72 bales Polder docks were in error loaded into the vessel and overlanded at Port Harcourt. Charges incurred at Port Harcourt of $ 553-7-0 and adding outward and homeward freight gives a total of $2106.62.

JOINT EXHIBIT 27

Farland 12A - $206.28
Owner AFEP-6
Pollstner ref. - none
New York / Panama B/L 2. Van 5213958 was said to contain 309 cartons but on adding the figures came to 308 cartons only. Filed claim with Pollster for the value of 1 carton.

Tremaine 5090 - $500.00
Our ref. BFEB-2
Pollstner ref. none
New York / Hungary B/L 72. Container cargo and loading described no exceptions. Container outturned at Hungary with seal intact and when container unpacked 1 case was found in bad order. Claim referred to Pollster but declined. Papers sent F.C.B.

Tortuegas 3063 - $416.37
Our ref ABSH-1 Pollstner ref. 72-19
New York / Damman B/L 3 x 8. 2 cases struck by [illegible] on pier and damages sustained.

JOINT EXHIBIT 27

Temeraire 5090 - $742.00.
Owner BFEB-1
Pilferage 71-243
New York/Hong Kong B/L 12. Container cargo loaded with no exception. Container landed Hong Kong with seal intact and when unstuffing container 2 cartons found with damage. Pilferage declined liability.

Tai Pung 5103 - $626.14
Owner BFEB-2
New York/Manila B/L 71 and 102. Two drums damaged during loading and substitute.

Tai Pung [illegible] $483.03
Pilferage 71-254
New York/Hong Kong B/L. Shortage of 12 cartons from a container. Pilferage records confirm loaded. Container landed Hong Kong with seal intact but when cargo called out found 12 cartons short. Pilferage declined claim.

JOINT EXHIBIT 27

Tortuga 3063
Pilsbury ref 72-130
New York/Dubai B/L 72. Covered 8 cartons paint which arrived for "Tarantel" Voy 5106 at Singapore. Cost of forwarding from Singapore to Dubai amounted to $53.14

"Tai Ping" Voy 8043 - $12,657.77
Our ref. BEFF-21
Pillsbury ref 71-161
Hong Kong/New York B/L 323. Shortage of complete shipment of 100 cartons. Pillsbury offered to settle claim for $6343.89 and this offer agreeable to Owners and owners. Shipments were made Pillsbury on June 16, 1972 to account for the $6348.88 held up for present not received.

JOINT EXHIBIT 27

"Coulson" Inv. 8044 - $8817.20
Our ref. BEFQ-92
Pitchway - None
Unloading / Invoice 61298. Claim covers the shortage of 67 cartons but only 3 cartons were delivered. The F.B.I. made a dockside warehouse and found 100 cartons belonging to the consignee. Claim was concluded on August 4th whereas the first delivery was made on August 1st. Reason indicating that the missing cartons disappeared from the pier. Claim filed with P.C.I. with the amount of $5796.80 covering the shortage of 64 cartons.

"Flourlan" Inv. 8044 - $18,873.05
Our ref. BEFQ-90
Pitchway - None
Unloading / Invoice 61236 - Claim covers shortage of 99 cartons and the circumstances are the same as claim BEFQ-92. Awaiting

BEST COPY AVAILABLE

JOINT EXHIBIT 27

return of documents from Shipowner in order that copy could be made and covering claim filed with Petitioner.

"Fumagalli" Voy 6037 - £7567.20
Owned BFFN-15
Pet. Owned 72-35
Phushed / New York B/L 17 and 18. Shortage of 44 mailz of tea. The shipments, as stated, were weighed complete but on delivery 2 bundles each of 22 mailz were short.

"St. Constantine" Voy 5113 - £73.50
Owned AFEK-1
Petitioned - none
New York / Hong Kong B/L 11 Shipment contained in 2 containers. The containers landed Hong Kong was seal intact but when came for removal 2 cartons were found torn with outages.

JOINT EXHIBIT 27

"Roseville" Voy 5104 - $43.53
Ourref. AFE0-7
Pittsburgh ref - none
New York/Hongkong B/L 94. Shipment cube in a container. The container loaded Hongkong with seal intact and when cargo removed, container found shut and sealing tour with damage

"Travista" Voy. 5109 - $36.47
Ourref. BFE1-2
Pittsburgh ref. 72-141
New York/Hongkong B/L 99. Cargo shipped in container. Container loaded Hongkong with seal intact but on tour unloading to sealing found tour with damages.

"Fernwave" IIA - $56.10
My Lordships claimed on Pittston, Schedule 2, for improperly extending the measurements.

JOINT EXHIBIT 27

"Ferrogale Vy 6021 - $753.45
Expenses incurred by Goodyear in straightening and other deliveries of rubber in shipments under Belgian B/Ls and Port Quillen Lane B/Ls.
Our ref. hose
Pittsburg ref. hose.

Kingsville Vy 31A - $154.90
Our ref. hose
Pittsburg ref. hose
H O D receipt No. 9411 covering 1 carton. Shipper declared Co. not ship. but on tying a lake delivery the carton could not be found.

"Tenlan Sovn. $424.50
Our ref. AFP-2.
Pittsburg Ref 70-290
Tenlan Pangkal B/L 41. Dock receipt called for 145 cartons but there were 143 cartons only loaded into lorrys. The shipping of 2 cartons disappeared either in delivery and loading into vans.

JOINT EXHIBIT 27

'Queenwell' Voy 29A - $206.35
Owner: A FEZ-1
Pilferage: 3x7-67 - 20 cartons of Chief Room cargo actually landed from No 4 hold in a damaged condition. Chief Officer reported the 2 cartons shell cargo came aboard on a pallet with other cartons and stowed in No 4 shelterdeck port locker.

'Ferncliff' Voy 23A - $763.51
Owner: [illegible]
Pilferage: 16-5-64. New York/Rangoon Bill of L No. 72 and 77. Total were 2 packages which were to be given chill stowage but in error loaded with other cargo and stowed in No 1 locker. The 2 cartons were found when on arrival at Rangoon and destroyed by the Health Dept.

JOINT EXHIBIT 27

"Fumbarski" Vg 24A - $ 103618
Our ref. A-FEV-1
Pitlochry ref. 210-64
Insured/Claimant BI-173. The shipment to the 601 packages and act. Cont 11 packages were placed into containers. The 11 packages failed to outturn and could not be located. The question is that the 11 cartons disappeared after delivery to the warehouse but before being placed in containers.

Comerelli 18A - $ 3506.10
Our ref. 1-AWAJ-833
Pitlochry ref. 164-63
Representing expenses incurred by the consignees as the result of 168 bales used clothing being short delivered, subsequently outturning family "Terra".

JOINT EXHIBIT 27

"Fernbell" Voy 23A - $2347.95
Owner ref. None
Pitt. Entered - 169-66
New York / Hong Kong B/L 106. Damage to 5 cartons Veterinary Biological Products opened ventilated. Carrying unstead of chill room stowage.

Jamaica 3B - $139.02
Owner ref. B-EFS-8
Pitt. Entered. none
Sailing New York B/L 11. Shipment called for 575 weights and 575 weights shipped but 1 weight short delivered.

Fernwood 1A - $4247.34
Owner ref. A-WA-S-3.4
Pitt. Entered. 590-67
New York / Tema B/L 44. 57 cartons of beef in error were loaded in the chill room

JOINT EXHIBIT 27

instead of the freezer. On arrival at T. C. at the meat was found to be spoiled and destroyed. Pittsburgh has pictures showing the cartons were marked: shell room and not freezer. When the 57 cartons were delivered the dock receipt showed a carrying temp of 0/10 degrees Fahrenheit. Pittsburgh offered to settle for 50% but I want 100% which was settled in claim.

Comerville 37B - $500.00
Our ref. ABWE-11
Pittsburgh ref 462-68
Lagos / New York 3/7 798. Agreed there were 12 packages in the pier but they could not be found for delivery.

JOINT EXHIBIT 27

Female 1 B - $284.89
Owned none
Pilfered 49-69
Insured Freight Department effective
payment in the amount of $284.89
as the result of a non-delivery of rubber

Female 1 B - $366.50
Owned SEFI
Pilfered - none. During the storage of
25 units which disappeared from the
dock of Pershing Hall.

Quincy Vag 5031
Owned AFE2-4
Pilfered 14-72.
New York/Bangkok B/L 34. During loading
at New York, a crate Removed Station
Equipment was damaged.

JOINT EXHIBIT 27

Fermitate Vy 5080 — $310.05
Our ref. BFEE-2
Pittsburgh - none
New York Hughey & Mayo. Shipment either in container and container landed Hoisting with seal intact When emptying container a carton was landed down with out tie.

Toronto 7030 — $168.96
Our ref. none.
Pittsburgh 71-109
Inward Freight Dept. Allegheny and Pittsburgh July 1962, 1971 covering damage incurred with delivery of 64 wooden boxes of gum.

JOINT EXHIBIT 27

No record

On July 27th, 1972 Eric Dee wrote E. Inslaw that on July 27th, 1972 when Pittston's hostler P-507 was shifting unit CTIU-207770 on chassis SCIC 920078 and SCIC 920046, the tractor and chassis separated causing damage to SCIC 920048. Pittston was place on notice on July 30th but no claim letting was received from the pier.

Jess Joint 3071 - $110.26
26 cartons Pets Supplies delivered to Pier 9 E on April 27th for Jeddah but shipment was banned in Jeddah, the shipment was taken from the pier with an alleged shortage of 1 carton and outage from 4 cartons. Claim filed with Pittston on August 21st, 1972.

BEST COPY AVAILABLE

JOINT EXHIBIT 28.

DATE August 1, 1972

OFFICE MEMORANDUM

FROM W. J. SHIELDS

TO Mr. E. J. Schneider

CC: Mr. M. J. Schattin
Capt. Sohoel

PITTSTON STEVEDORING CO.

As you know our contract with the above firm will terminate on September 30th and thereafter our stevedoring/terminal work will be done by the Mc Grath Corporation.

In view of the above, it is rather urgent that you prepare a resume showing the status of all outstanding claims which you have against the Pittston Corporation, in order that these be reviewed and possibly concluded before the termination of their contract.

WJS:ms

PITTSTON
5

11/15/74 L2

JOINT EXHIBIT 32.

COPY

BARBER STEAMSHIP LINES, INC.
NEW YORK

Wolfson

EXHIBIT FOR IDENTIFICATION
AC 11/20/74

Sept. 19, 1972

Shipowners Claims Bureau, Inc.
25 Broad Street
New York, New York 10004

Attention: Mr. S.J. Wolfson

Dear Sirs:

Please find enclosed a copy of a letter from Pittston Stevedoring Corporation regarding outstanding claims and the funds we have withheld to cover same.

Please arrange for a meeting with Pittston at your earliest convenience.

Yours very truly,

BARBER STEAMSHIP LINES

Captain H.S. Sohoel

HSS/sd

cc: Haight, Gardner, Poor & Havens
One State Street Plaza
New York, New York 10004

Attn: Mr. E. DeOrchis

Wolfson

Pittston Stevedoring Corp.
STEVEDORES & TERMINAL OPERATORS

Seventeen Battery Place, New York, N.Y. 10004
Tel. (212) 269-5200
Cable Address: PITSTEVE / Overseas WU Telex: 62414 / Domestic TWX: 710-581-3883

368a

JOINT EXHIBIT 33. 1074

SITION
IT FOR
IFICATION

September 19, 1972

Captain H. S. Sohoel
Barber Lines A/S
Seventeen Battery Place
New York, N.Y.

Dear Captain Sohoel:

I would like to refer to letter from Barber Lines dated September 14, 1972. As I mentioned to you yesterday, we have discussed this matter with Shipowners Claims Bureau and have advised them that several of these claims have been processed and are ready for payment.

With respect to the balance of claims listed in your letter, we are willing to meet with your representative and Shipowners Claims Bureau in order to arrive at an agreement as to how these claims will be disposed of. In any event, we cannot agree to your withholding funds for current cash expenses for payrolls, fringe benefits, taxes and insurance. As a matter of policy, claims are always settled on the basis of their individual merits. I can assure you that Pittston has adequate insurance coverage to fully protect any of these losses.

Thank you very much for your cooperation in this matter.

Yours very truly,

PITTSTON STEVEDORING CORP.

R F Chiarello

Robert F. Chiarello, President

RFC:rs

BRANCHES
Port Newark, N.J.
Elizabeth, P.A., N.J.
Rochester, N.Y.
Charleston, S.C.
Jacksonville, Fla.
Savannah, Ga.

JOINT EXHIBIT 34.

HAIGHT, GARDNER, POOR & HAVENS
ONE STATE STREET PLAZA
NEW YORK, N.Y. 10004
TELEPHONE (212) 344-6800
CABLE: MOTOR NEW YORK
RCA TELEX: 222974
WUI TELEX: 620362
WU TELEX: 127683

WHARTON POOR
J. WARD O'NEILL
BERNARD D. ATWOOD
JAMES M. ESTABROOK
EDWARD H. MAHLA
JOHN C. MOORE
MACDONALD DEMING
THOMAS K. ROCHE
JOHN OSNATO, JR.
WILLIAM J. JUNKERMAN
TALLMAN BISSELL
DOUGLAS B. BOWRING
GORDON W. PAULSEN
M. E. DEORCHIS
WILLIAM P. KAIN, JR.
DAVID P. H. WATSON
RICHARD G. ASHWORTH
EDWARD L. JOHNSON
RICHARD B. BARNETT
MAURICE L. NOYER
SANFORD C. MILLER
CHARLES S. HAIGHT, JR.
FRANCIS X. BYRN
THOMAS R. H. HOWARTH
STEPHEN K. CARR
WALTER E. RUTHERFORD
R. GLENN BAUER
THEODORE M. SYSOL
HOLLIS M. WALKER, JR.
LEROY S. CORSA
CARROLL E. DUBUC

WASHINGTON OFFICE
FEDERAL BAR BUILDING
1815 H STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE (202) 737-7847
CABLE: MOTOR WASHINGTON
WU TELEX: 892598

WOLFSON DEPOSITION 3
EXHIBIT FOR
IDENTIFICATION
AS 11/20/74

November 3, 1972

BY HAND

Shipowners Claims Bureau, Inc.
25 Broad Street
New York, New York 10004

Attention: Mr. S. J. Wolfson

CLAIMS AGAINST PITTSTON STEVEDORING CORP.
INDEMNITY FOR CARGO LOSS AND DAMAGE
Our file 102-5905

Dear Sirs:

We refer to list of claims forwarded to us by Barberlines under date of October 3, 1972 and to your instructions to try to obtain indemnity from Pittston Stevedoring Corp.

After reviewing the files sent to us by Mr. Schneider, we held a series of conferences with Mr. Chiarello and his Claims Manager, Miss O'Keefe. Miss O'Keefe insisted on reviewing the files one by one and this process was completed on November 1, 1972.

The claims in question totalled $88,785.45 as filed by claimants. We wish to report that we have succeeded in negotiating a proposed settlement with Pittston Stevedoring of $45,000. This represents slightly over 50% of the claim as filed, but, of course, some of the claims are padded and when they are closed out, we are sure the $45,000 will represent considerably more than 50% of the amount which Barberlines will pay out.

JOINT EXHIBIT 34

We can submit a report to you of each individual claim, if you so desire, or we can submit a list of the claims and simply show the amount for which each claim was settled. At the moment, however, we are under great pressure from Pittston to release the $75,000 which Barberlines is holding back on account of cargo claims.

We have been advised that Pittston is ready to furnish us with a check in the sum of $45,000 in settlement of the indemnity claims in exchange for Barber's check of $75,000 on account.

We should appreciate your obtaining telex instructions from Messrs. Skuld on whether the proposed settlement would be satisfactory insofar as they are concerned. By carbon copy of this letter, we are also asking for instructions from Captain Sohoel and Mr. Schneider. Mr. Chiarello hopes that an exchange of checks can be accomplished on Monday, November 6th.

Very truly yours,

HAIGHT, GARDNER, POOR & HAVENS

By M. E. DeOrchis

M. E. DeOrchis

DeO:ma
cc:

Captain H. Sohoel

Mr. E. J. Schneider

JOINT EXHIBIT 35.

November 16, 1972

Haight, Gardner, Poor & Havens
One State Street Plaza
New York, New York 10004

Attention: Mr. M. E. DeOrchis

Claims Against Pittston Stevedoring Corp.
Indemnity for Cargo Loss and Damage

TAGAYTAY - 6297/69/A - Voyage 30B
Arrived New York, July, 1969
Hong Kong/New York B/L 491
Alleged Non-delivery Cartons Handbags
$2,200.00 - Summons - Hill, Rivkins,
Warburton, McGowan & Carey
Barber Reference 1-BEFD-91
Reference 102-5905

Dear Sirs:

Relative to your letter of November 11th in which you advised of your negotiations with Pittston Stevedoring Corp. and your success in reaching a proposed settlement of $45,000, we note that the captioned claim was not incorporated with the group of files submitted to you by Messrs. Barber under date of October 3rd, but was submitted at a later date.

We now attach our complete claim file covering attorneys' contentions of non-delivery of 34 cartons ex a bill of lading consignment of 23 pallets. The delivery records reflect delivery of a total of 23 pallets but a pencil notation was placed on the record "34 cartons short." The shortage notation was allegedly

made by a clerk at the pier when notified by the consignee of the 34 short, notification made by the clerk "so as to be on lookout for the cartons."

Extension of time has been granted by the attorneys up to and including January 2, 1973.

Yours truly,

for SHIPOWNERS CLAIMS BUREAU, INC.

G. J. Dooley

GJD/rs

Encl.

cc: Barber Steamship Lines, Inc.
17 Battery Place
New York, New York 10004
Att: Mr. E. J. Schneider
Claims Manager

bc: Assuranceforeningen Skuld
Oslo, Norway
Attached letter of Haight was referred to in our telex of November 6.

SHIPOWNERS CLAIMS BUREAU, INC.
25 Broad Street, New York, N. Y. 10004

CABLE ADDRESS "PANDICLUB"
TELEX NO. 222091

TEL. 269-2350
AREA CODE 212

November 10, 1972

Haight, Gardner, Poor & Havens
One State Street Plaza
New York, New York 10004

Attention: Mr. M. E. DeOrchis

Claims Against Pittston Stevedoring Corporation
Indemnity for Cargo Loss and Damage
Barber Steamship Lines, Inc.
File 102-5905

Dear Sirs:

We refer to our telephone conversation of November 9th, at which time you advised you would prepare and forward to us a breakdown of the settlement proposal of $45,000 negotiated with Pittston, in compliance with Owners' request.

In this regard we now present copies of our exchange of Telex messages with Messrs. Skuld.

November 6

"REOURLET OCTOBER 20 AND LIST OF CLAIMS BARBER VS PITTSTON. HAIGHT HAS SETTLEMENT OFFER OF PITTSTON TO PAY 45,000 DOLLARS WHICH THEY AND WE RECOMMEND BE ACCEPTED. QUICK INEXPENSIVE RESULTS REALIZED BECAUSE OWNERS WITHHELD PAYMENT PITTSTON BILLS. PLEASE TELEX AUTHORITY FOR ACCEPTANCE."

November 7

"RE YOUR YESTERDAYS TELEX IF TIME PERMITS PLEASE GIVE BREAKDOWN SETTLEMENT PROPOSAL DOLLARS 45000 FOR SUBMISSION RESPECTIVE OWNERS THUS I.A. GIVING PARTIES CONCERNED CLEARER PICTURE OF SKULD'S INVOLVEMENT DUE VOYAGE FRANCHISE."

JOINT EXHIBIT 36

November 8

"RE YOUR TELEX NOVEMBER 7 PITTSTON PRESSING SEVERELY FOR SETTLEMENT AT DOLLARS 45000 THEREBY PERMITTING COLLECTION OF DOLLARS 75000 BEING HELD BY OWNERS AS NOTED IN HAIGHTS LETTER NOV 3 ATTACHED TO OUR LETTER NOV 6. REQUEST YOU GIVE AUTHORITY TO CONCLUDE WITH PITTSTON. HAIGHT WILL GIVE BREAKDOWN WHICH WILL RUN ABOUT 50 PERCENT."

November 9

"RE YOUR YESTERDAYS TELEX BARBER OSLO HEAD OFFICE PREFERS STUDY HAIGHTS MENTIONED LETTER 3RD IDEM AS YET NOT RECEIVED. HOPE REVERTING TOMORROW.

Yours truly,

for SHIPOWNERS CLAIMS BUREAU, INC.

G. J. Dooley

GJD/rs

cc: Assuranceforeningen Skuld
Oslo, Norway

JOINT EXHIBIT 37. LC 11/20/74

HAIGHT, GARDNER, POOR & HAVENS
ONE STATE STREET PLAZA
NEW YORK, N.Y. 10004
TELEPHONE (212) 344-6800
CABLE: MOTOR NEW YORK
RCA TELEX: 232974
WUI TELEX: 620362
WU TELEX: 127683

WHARTON POOR
J. WARD O'NEILL
BERNARD D. ATWOOD
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MACDONALD DEMING
THOMAS K. ROCHE
JOHN OSSATO, JR.
WILLIAM J. JUNKERMAN
TALLMAN BISSELL
DOUGLAS B. BOWRING
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STEPHEN K. CARR
WALTER E. RUTHERFORD
R. GLENN BAUER
THEODORE M. SYSOL
HOLLIS M. WALKER, JR.
LEROY S. CORSA
CARROLL E. DUBUC

WASHINGTON OFFICE
FEDERAL BAR BUILDING
1815 H STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE (202) 737-7847
CABLE: MOTOR WASHINGTON
WU TELEX: 892598

November 10, 1972

Shipowners Claims Bureau, Inc.
25 Broad Street
New York, New York 10004

Attention: Mr. S. J. Wolfson

CLAIMS AGAINST PITTSTON STEVEDORING CORP.
INDEMNITY FOR CARGO LOSS AND DAMAGE
Our file 102-5905

Dear Sirs:

This is in answer to your request for some additional details on how the $45,000 proposed settlement was reached with Pittston. We understand you do not require a report on each individual claim.

When we first approached Pittston, their attitude was that since the cargo had not been tallied either during loading or discharge at New York, no case could be made against the stevedore. They argued that with respect to Westbound losses, we could not prove the cargo was delivered to the stevedore and with respect to Eastbound losses, we could not prove the cargo had not been loaded aboard ship by the stevedore. They pointed out that not tallying the cargo was for the owners convenience and economy. We conceded that we could only proceed on circumstantial evidence, but we pointed to cases where we had recovered from stevedores despite the lack of tallying at New York.

JOINT EXHIBIT 37

The greatest resistance from the stevedores came with respect to some shipments of some claims involving shipments of rags and shipments in sealed containers. The rag claims, nos. 10 and 32, were disposed of previously as part of an overall settlement involving many such shipments. Miss O'Keefe said she worked the settlements out with Mr. DeRoose and she was willing to sign a sworn Affidavit to that effect. We agreed to drop those claims. With respect to the sealed containers, the stevedores claimed that on the type of container used by Concordia, one of the doors could be open even after one seal was put on. Eventually, the stevedores were authorized to put on 2 seals and losses stopped. We wrote to you separately under date of October 13th about this problem. Nevertheless, we obtained 50% contribution from the stevedores on claim nos. 12, 14, 22, 23, 24 and 40. Other claims, such as no. 33, we simply had no evidence to rebut the stevedore's contention.

We kept in mind during the negotiations that if the stevedore refused to cooperate and decided to litigate, the prosecution of most of the small claims under $1,500 would have to be abandoned for economic reasons. Also, we kept in mind that the stevedore could probably obtain recovery from the shipowner on the amounts withheld by a simple Motion for Summary Judgment.

The fact is stevedores in New York have not been used to paying shortage claims, especially small ones. The general practice has been for the shipowner and its underwriters to take care of such claims. It is only in the last year or two that shipowners have been demanding indemnity on these claims. We expect that much litigation will develop before the stevedores give in to these demands.

We think that at this stage recovering 50% without litigation is very much to the owners advantage.

The list of claims we discussed is as follows:

JOINT EXHIBIT 37

	SHIP/VOYAGE	AMOUNT CLAIMED	SETTLEMENT
1.	TRAVIATA-VOY. 5121	732.00	Not cargo-not discussed
2.	TAI PING-VOY. 8061	500.00	500.00
3.	TEMERAIRE-VOY. 8001	500.00	500.00
4.	TOREADOR-VOY. 31B	224.94	112.00
5.	TURANDOT-VOY. 19B	3,661.50	1,800.00
6.	TARANTEL-VOY. 11B	2,926.60	2,500.00 previously paid
7.	TYR-VOY. 2A	1,070.44	1,070.44
8.	TOREADOR-VOY. 31A	250.00	100.00
9.	TEMA-VOY. 17A	1,533.36	750.00
10.	TITANIA-VOY. 16A	2,130.32	------
11.	FERNLAND-VOY. 12A	206.28	206.28
12.	TEMERAIRE-VOY. 5090	500.00	250.00
13.	TORTUGAS-VOY. 3063	816.37	816.37
14.	TEMERAIRE-VOY. 5090	742.00	371.00
15.	TAI PING-VOY. 5103	626.14	600.00
16.	TAI PING-VOY. 5088	2,483.08	2,483.08
17.	TORTUGAS-VOY. 3063	55.14	25.00
18.	TAI PING-VOY. 8043	12,697.77	6,348.88
19.	FLORISTAN-VOY. 8044	5,996.80	4,000.00
20.	FLORISTAN-VOY. 8044	17,400.24	11,000.00
21.	FERNGATE-VOY. 6037	7,569.20	1,000.00

JOINT EXHIBIT 37

	SHIP/VOYAGE	AMOUNT CLAIMED	SETTLEMENT
22.	ST. CONSTANTINE-VOY. 6037	73.50	36.75
23.	ROSEVILLE-VOY. 5104	43.53	21.77
24.	TRAVIATA-VOY. 5109	366.47	183.23
25.	FERNWAVE-VOY. 11A	536.10	260.00
26.	FERNGATE-VOY. 6021	753.46	650.00
27.	KINGSVILLE-VOY. 31A	154.90	154.00
28.	FERNLAND-VOY. 5057	424.50	400.00
29.	QUEENSVILLE-VOY. 29A	206.35	------
30.	FERNCLIFF-VOY. 23A	763.51	350.00
31.	FERNBROOK-VOY. 24A	1,056.18	500.00
32.	CORNEVILLE-VOY. 18A	3,506.52	------
33.	FERNCLIFF-VOY. 23A	2,397.95	------
34.	IOANNA-VOY. 3B	139.02	100.00
35.	FERNWOOD-VOY. 1A	4,247.34	4,247.34
36.	CORNEVILLE-VOY. 37B	500.00	500.00
37.	FERNGATE-VOY. 19B	284.89	100.00
38.	FERNBROOK-VOY. 18B	3,666.50	1,800.00
39.	QUEENSVILLE-VOY. 5031	1,502.00	1,502.00
40.	FERNGATE-VOY. 5080	310.05	155.03
41.	TORONTO-VOY. 3030	168.96	150.00
42.	NO VESSEL	------	No cargo involved
43.	JENS JOST-VOY. 3071	110.28	100.00
44.	TRAVIATA-VOY. 5109	827.75	413.87
45.	FERNSTATE-VOY. 5119	55.87	55.00

JOINT EXHIBIT 37

	SHIP/VOYAGE	AMOUNT CLAIMED	SETTLEMENT
46.	TARANTEL-VOY. 5118	62.64	62.00
47.	FERNLAND-VOY. 4079	1,509.43	1,500.00
48.	SHAHRISTAN-VOY. 3079	UNKNOWN	------

We have called to the stevedore's attention 4 additional claims which were referred to us recently and had apparently been previously overlooked by both sides. Those 4 claims are:

1. TRAVIATA-VOY. 5109 - B/L 69 - $358.74
2. TAGAYTAY-VOY. 30B - B/L 491-$2,220
3. TARANTEL-VOY. 5094 - B/L 100- $70.20
4. TRAVIATA-VOY. 5073 - B/L 40 - $31.30

Very truly yours,

HAIGHT, GARDNER, POOR & HAVENS

By M. E. DeOrchis (MES)

M. E. DeOrchis

DeO:ma

JOINT EXHIBIT 38.

Copy From
SHIPOWNERS CLAIMS BUREAU, Inc.
25 BROAD STREET
NEW YORK, N. Y. 10004

107.5905
Del

November 10, 1972

Assuranceforeningen Skuld
Oslo, Norway

Claims Against Pittston Stevedoring Corp.
Indemnity for Cargo Loss and Damage
Barber Steamship Lines, Inc.

Dear Sirs:

We refer to our exchange of telex messages ending with yours of November 10 citing Owners requirement for a breakdown of the $45000. proposed settlement with Pittston.

We now attach copy of Messrs. Haights letter of November 10 summarizing the proceedings with Pittston and listing the individual claims and settlements.

We shall advise you of further progress.

Yours truly,

for SHIPOWNERS CLAIMS BUREAU, INC.

G. J. Dooley

G. J. Dooley

GJD:js
Enc.

c.c. Barber Steamship Lines, Inc.
17 Battery Place
New York, N. Y. 10004
Att: Mr. E. J. Schneider, Claims Manager
Att: Captain H. Sohoel

c.c. Haight, Gardner, Poor and Havens
One State Street Plaza
New York, N. Y. 10004
Att: Mr. N. E. DeOrchis

JOINT EXHIBIT 39.

BARBER STEAMSHIP LINES, INC.
NEW YORK

September 14, 1972

PITTSTON STEVEDORING CORPORATION
17 Battery Place
New York, New York 10004

Attention: Mr. R. Chiarello, President

Dear Sirs:

Attached is schedule of outstanding claims, which has been prepared by our Claims Department. These total $86,070.26 and as there are undoubtedly more claims to come before the expiration of your contract, we have been requested by Shipowners Claims Bureau to withhold $100,000.00 from any moneys due you. We are, accordingly, making no advances for the M.V. "TUGELA" Voyage 8075, the M.V. "TARANTEL" Voyage 8076 and the M.V. "FERNGATE" Voyage 8077.

Very truly yours,

BARBER STEAMSHIP LINES, INC.

A. E. Dalberg

A.E. DALBERG

AED/tak
Attach.

CC: Captain H.S. Sohoel

JOINT EXHIBIT 39

DATE August 21, 1972

OFFICE MEMORANDUM

FROM Mr. E. J. Schneider TO Capt. H. Schoel

CC- Mr. W. J. Shields
Mr. M. J. Schattin

PITTSTON STEVEDORING CORP.

Please be referred to our conversation in which you reported that the services of Pittston Stevedoring Corp. will be terminating on September 30th and requested a list of claims outstanding against Pittston.

Herewith I enclose a listing of claims which are outstanding for the account of Pittston Stevedoring Corp.

EJS

EJS:jl
ENCL.

BEST COPY AVAILABLE

JOINT EXHIBIT 39

CLAIMS AGAINST PITTSTON STEVEDORING CORP.

"MT. VIATA" VOY. 5121 - $732.00 / We paid.
PITTSTON REFERENCE 72-129

Covering cost of effecting repairs to a container spreader damaged by stevedores on June 27, 1972.

"TAI EITU" VOY. 0061 /

While a fork lift truck was handling 1 case containing a Lathe, it fell and serious damages was done to the Lathe. Pittston had their surveyor examine the damages to the Lathe which was at Pier 92. The 1 box of Lathe was said to be valued at $15,000.00 and covered by Nagoya/New York B/L #3111. Up to the present no claim had been filed. The vessel arrived New York April 1972.

"[illegible]" VOY. 0001 - $500.00 /
OUR REF: BEFE-16
PITTSTON REF. - NONE

Manila/New York B/L #25 - Covered 1 case Piano. On November 24, 1969 when loaders were loading the case onto a truck, the case slipped from the fork truck and crashed to the pier floor. Cost of repairs was $730.00. Claim settled for $500.00 but Pittston declined to honor claim.

"[illegible]" VOY. 31[illegible] - $224.94 /
OUR REF: [illegible]
PITTSTON REF. - NONE

Yokohama/New York B/L #15 - Loss of 17 cameras. A longshoreman was apprehended and in his possession there was found a movie camera. Assumption all 17 cameras was stolen on the pier.

"[illegible]" VOY. 12[illegible] - $3661.50 /
OUR REF: [illegible]
PITTSTON REF: 267-65

Hongkong/New York B/L #82 - Covered outage and short delivery. We have no proof that the shipment was landed complete and that all packages were sound.

"TAPINEL" VOY. 118 - $2926.60 /
OUR REF: 1-BEFL-419

Hongkong/New York B/L #35 - Dock reported 17 cartons on the pier but when consignee went to pier received 1 carton only. Pittston were agreeable to a settlement of 50% but we insisted upon 100% or $2926.60.

"[illegible]" VOY. 2[illegible] - $1070.44 /
OUR REF: [illegible]-1
PITTSTON REF. 153-66

During loading stevedores dropped 12 pieces of pipe overboard. Pittston recovered 10 pieces but as the pieces were bent and damaged they were ordered not shipped.

JOINT EXHIBIT 39

"TOWNSEND" VOY. 21A - $250.00
OUR REF. [illegible]-5
PITTSTON REF. 212-56

New York/Manila B/s/L 95, 96 and 97. Shortshipments of packages but subsequently forwarded of which 64 cartons in damaged condition. We made offer of $250.00 to close out this claim.

"TEMA" VOY. 17A - $1533.36
OUR REF: [illegible]-1
PITTSTON REF: - NONE

New York/Monrovia B/L #27. - 60 cartons delivered to pier and receipted for but when placing into the cirb 28 cartons cound not be found.

"CIRCUITS" VOY. [illegible] - $2130.32
PITTSTON REF. 171-64

72 bales held on dock were in error loaded into the vessel, and over-landed at Port Harcourt. Charges incurred at Port Harcourt of £553-7-0 and adding outward and homeward freight gave a total of $2106.62.

"[illegible]" VOY. 12. - $206.28
OUR REF: [illegible]-3
PITTSTON REF: - NONE

New York/Manila B/L #2. Van 52139565 was said to contain 309 cartons but on adding the figures came to 308 cartons only. Filed claim with Pittston for the value of 1 carton.

"[illegible]" VOY. 5080 - $500.00
OUR REF: [illegible]-2
PITTSTON REF. - NONE

New York/Hongkong B/L #72. Container cargo and loading disclosed no exception. Container outturned at Hongkong with seal intact and when container unpacked 1 case was found in bad order. Claim referred to Pittston but declined. Papers sent to Shipowners Claims Bureau Inc.

"TOWNSEND" VOY. 3063 - $816.37
PITTSTON REF. 72-19
OUR REF: ARSN-1

New York/Dammam B/L #358. 2 cases struck by a kilo on pier and damages sustained.

"[illegible]" VOY. 5080 - $742.--
OUR REF: [illegible]-1
PITTSTON REV. 71-243

New York/Hongkong B/L #12. Container cargo loaded with no exception. Container landed Hongkong with seal intact and when unstuffing container 2 cartons found with outages. Pittston declined liability.

"[illegible]" VOY. 5103 - $626.14
OUR REF: [illegible]-2

BEST COPY AVAILABLE

JOINT EXHIBIT 39

New York/Manila B's/L 71 and 102. Two drums damaged during loading and shortshipped.

"[illegible]" VOY. 5060 - $2483.08
PITTSTON REF. 71-256

New York/Hongkong B/L #4. Shortage of 12 cartons from a container. Pittstons records confirm loaded. Container landed Hongkong with seal intact but when cargo tallied out found 12 cartons short. Pittston declined claim.

"TOWNSEND" VOY. 3063
PITTSTON REF. 72-130

New York/Dubai B/L #2. Covered 8 cartons paint which outturned from "TAMPTIL" VOY. 5106 at Singapore. Cost of forwarding from Singapore to Dubai amounted to $55.14.

"[illegible]" VOY. 3043 - $12,697.77
OUR REF: [illegible]-31
PITTSTON REF. 71-161

Hongkong/New York B/L #323. Shortage of complete shipment of 100 cartons. Pittston offered to settle claim for $6348.88 and this offer agreeable to Skuld and owners. Shipowners wrote Pittston on June 16, 19[illegible] to remit to us the $6348.88 but up to present not received.

"[illegible]" VOY. [illegible] - $3817.20
OUR REF: [illegible]
PITTSTON REF. - NONE

Hongkong/New York B/L #398. Claim covered the shortage of 67 cartons but subsequently 3 cartons were delivered. The F.B.I. raided a down-town ware house and found 40 cartons belonging to the shipment. The raid was conducted on August 4th whereas, the first delivery was made on August 12 therefore indicating that the missing cartons disappeared from the pier. Claim filed with Pittston in the amount of $5996.80 covering the shortage of 64 cartons.

"[illegible]" VOY. 3044 - $18,873.05
OUR REF: [illegible]-40
PITTSTON REF. - NONE

Hongkong/New York B/L #36. Claim covers shortage of 99 cartons and the circumstances are the same as claim [illegible]-92. Awaiting return of documents from Shipowners in order that copy can be made and covering claim filed with Pittston.

17400.24

"[illegible]" VOY. 3027 - $7569.20
OUR REF: [illegible]-26
PITTSTON REF. 72-35

Phuket/New York B's/L 17 and 18 - shortage of 44 ingots of tin. The shipments, after discharge, were weighed complete but on delivery 2 bundles each of 22 ingots of tin was short.

JOINT EXHIBIT 39

"ST. CONSTANTINE" VOY. 6037 - $73.50
OUR REF: [illegible]
PITTSTON REF. - NONE

New York/Hongkong B/L #11. Shipment contained in container. The container was landed Hongkong was seal intact but when cargo removed 2 cartons were found torn with outages.

"ROSEVILLE" VOY. 5104 - $43.53
OUR REF: [illegible]-7
PITTSTON REF. - NONE

New York/Hongkong B/L #94. Shipment contained in a container. The container landed Hongkong with seal intact and when cargo removed 1 carton found short and 9 cartons torn with outage.

"[illegible]" VOY. 5109 - $366.47
OUR REF: [illegible]
PITTSTON REF. 72-141

New York/Hongkong B/L #70. Cargo shipped in container. Container landed Hongkong with seal intact but when unloading 6 cartons found torn with outages.

"[illegible]" VOY. 11[illegible] - $536.10

Mr. Leo Ruess claimed on Pittston, October 21, 1966, for improperly extending the measurements.

"[illegible]" VOY. 6021 - $$753.46

Expenses incurred by Goodyear in straightening out a cross deliveries of rubber in shipments under Belawan B/L #9 and Port Swettenham B/L #5.

OUR REF: - NONE
PITTSTON REF. - NONE

"[illegible]" VOY. 21[illegible] - $154.90
OUR REF: NONE
PITTSTON NONE

H O D reciept No. 9411 covering 1 carton. Shipper decided to not ship but on trying to take delivery the carton could not be found.

"[illegible]" VOY. 5057 - $424.50
OUR REF: [illegible]-2
PITTSTON REF. 70-290

New York/Bangkok B/L #41. Dock receipts called for 145 cartons but there were 142 cartons only loaded into two vans. The shortage of 3 cartons disappeared between time of delivery and loading into vans.

JOINT EXHIBIT 39

"[illegible]" VOY. 20[illegible] - $206.35
OUR REF: [illegible]
PITTSTON REF. 287-67

Two cartons of Chill Room cargo actually landed from No. 4 hatch in a spoiled condition. Chief Officer reported the 2 cartons chill cargo came aboard in a pallet with other cartons and stowed in No. 4 shelter deck port locker.

"[illegible]" VOY. 22[illegible] - $763.51
OUR REF: - NONE
PITTSTON REF. 165-64

New York/Singapore B/s/L Nos. 72 and 77. There were 2 packages which were to be given chill stowage, but in error loaded with other packages and stowed in No. 1 locker. The 2 cartons were found valueless on arrival at Singapore and destroyed by the Health Dept.

"[illegible]" VOY. 24[illegible] - $1056.18
OUR REF: [illegible]-1
PITTSTON REF. 210-64

New York/Manila B/173. The shipment called for 601 packages and all but 11 packages were placed into containers. The 11 packages failed to outturn and could not be located. The opinion is that the 11 cartons disappeared after delivery to the pier but before being placed in containers.

"[illegible]" VOY. 10[illegible] - $3506.52
OUR REF: [illegible]
PITTSTON REF. 164-63

Representing extra charges and expenses incurred by the consignees as the result of 160 bales used clothing being short and subsequently outturning from the "[illegible]."

"[illegible]" VOY. 22[illegible] - $2397.95
OUR REF: NONE
PITTSTON REF: 169-64

New York/Hongkong B/L #106. Damage to 5 cartons Veterinary Biological Products given ventilated stowage instead of chill room stowage.

"[illegible]" VOY. 3[illegible] - $139.02
OUR REF: [illegible]
PITTSTON REF: NONE

Penang/New York B/L #11. Shipment called for 575 ingots and 575 ingots landed but 1 ingot short delivered.

JOINT EXHIBIT 39

"[illegible]" VOY. [illegible] - $4247.34
CUS. REF: [illegible]-24
PITTSTON REF: 590-67

New York/Tema B/L $44, - 57 cartons of beef in error were loaded in the chill room instead of the freezer. On arrival at Tema the meat was spoiled and destroyed. Pittston have pictures showing the cartons were marked chill room and not freezer. When the 57 cartons were delivered the dock receipt showed a carrying temp of 1/10 degrees Fahrenheit. Pittston offered to settle for 50% but I want 100% which was settled in claim.

"SCHEVELLE" VOY. 278 - $500.00
CUS. REF: [illegible]-11
PITTSTON REF. 462-68

Lagos/New York B/L #789. Appears there was 12 packages on the pier but they could not be found for delivery.

"[illegible]" VOY. 12B - $284.89
CUS. REF: NONE
PITTSTON REF: 49-69

Inward Freight Dept. effected payment in the amount of $284.89 as the result of cross-delivery of rubber.

"[illegible]" VOY. 12B - $3666.50
CUS. REF: [illegible]
PITTSTON REF: NONE

Covering the shortage of 25 ingots which disappeared from the dock after discharge.

"[illegible]" VOY. 5031
CUS. REF: [illegible]
PITTSTON REF: 14-70

New York/Bangkok B/L #34. During loading at New York 1 crate Service Station Equipment was damaged.

"[illegible]" VOY. 5030- $310.05
CUS. REF: [illegible]-2
PITTSTON REF: NONE

New York/Hongkong B/L #40. Shipment contained in container and containers landed Hongkong with seal intact. When emptying container a carton was landed torn with outage.

"POLCUTS" VOY. 3030 - $168.96
CUS. REF: NONE
PITTSTON REF: 71-109

Inward Freight Dept. filed claim with Pittston on July 19, 1971 covering expenses incurred in the delivery of 64 wrong bags of gum.

RE VESSEL

JOINT EXHIBIT 39

On July 27, 1972 Eric Bee wrote E. Marlow that on July 27, 1972 when Pittston's hustler P-507 was shifting unit CSHU-207770 on chassis SCIC 920048 and SCIC 920046, the tractor and chassis separated causing damage to SCIC 920048. Pittston was placed on notice on July 30th but no claim billing was received from the pier.

"[illegible]" VOY. 2071 - $110.23

23 cartons Pets Supplies delivered to Pier 2A on April 27th for Jeddah but as shipment was banned in Jeddah, the shipment was taken from the pier with an alleged shortage of 1 carton and outage from 4 cartons. Claim filed with Pittston in August 21, 1972.

Marlow ?

Total 75.459,59

+ two outstanding No claims filed per 9/12 - 72

COPY

BARBER STEAMSHIP LINES, INC.
NEW YORK

JOINT EXHIBIT 39

Sept. 19, 1972

Shipowners Claims Bureau, Inc.
25 Broad Street
New York, New York 10004

Attention: Mr. S.J. Wolfson

Dear Sirs:

Please find enclosed a copy of a letter from Pittston Stevedoring Corporation regarding outstanding claims and the funds we have withheld to cover same.

Please arrange for a meeting with Pittston at your earliest convenience.

Yours very truly,

BARBER STEAMSHIP LINES

Captain H.S. Sohoel

HSS/sd

cc: Haight, Gardner, Poor & Havens
One State Street Plaza
New York, New York 10004

Attn: Mr. E. DeOrchis

JOINT EXHIBIT 39

Pittston Stevedoring Corp.
STEVEDORES & TERMINAL OPERATORS
Seventeen Battery Place, New York, N.Y. 10004
Tel. (212) 269-5200
Cable Address: PITSTEVE/Overseas WU Telex: 62414/Domestic TWX: 710-581-3883

September 19, 1972

Captain H. S. Sohoel
Barber Lines A/S
Seventeen Battery Place
New York, N.Y.

Dear Captain Sohoel:

I would like to refer to letter from Barber Lines dated September 14, 1972. As I mentioned to you yesterday, we have discussed this matter with Shipowners Claims Bureau and have advised them that several of these claims have been processed and are ready for payment.

With respect to the balance of claims listed in your letter, we are willing to meet with your representative and Shipowners Claims Bureau in order to arrive at an agreement as to how these claims will be disposed of. In any event, we cannot agree to your withholding funds for current cash expenses for payrolls, fringe benefits, taxes and insurance. As a matter of policy, claims are always settled on the basis of their individual merits. I can assure you that Pittston has adequate insurance coverage to fully protect any of these losses.

Thank you very much for your cooperation in this matter.

Yours very truly,

PITTSTON STEVEDORING CORP.

Robert F. Chiarello, President

RFC:rs

BRANCHES
Port Newark, N. J.
Elizabeth, P.A., N. J.
Rochester, N.Y.
Charleston, S.C.
Jacksonville, Fla.
Savannah, Ga.

JOINT EXHIBIT 39

COPY

BARBER STEAMSHIP LINES, INC.
NEW YORK

October 3, 1972

Messrs. Haight, Gardner, Poor & Havens
One State Street Plaza
New York, N.Y. 10004

ATT: Mr. E. De Orchis

CLAIMS AGAINST PITTSTON STEVEDORING CORP.

Dear Sirs:

As requested by Mr. Wolfson of Shipowners, herewith we enclose the covering files with respect to claims outstanding against Pittston Stevedoring Corp.

Very truly yours,

BARBER STEAMSHIP LINES, INC.

.....
E. J. SCHNEIDER, CLAIMS MANAGER

EJS:jl
ENCL.

CC- Shipowners Claims Bureau Inc.
ATT: Mr. S. J. Wolfson

Capt. H. Schoel

JOINT EXHIBIT 39

DATE ~~October 18, 1972~~

OFFICE MEMORANDUM

FROM Mr. E. J. Schneider TO Capt. H. Schoel

PITTSTON CLAIMS

There is enclosed copy of letter from Messrs. Haight and your particular attention is directed to the per ultimate and last paragraphs.

As you explained to me, at this time it would be difficult to determine the doors which were on the containers involved in claims.

E.J.S.

ENCL.

JOINT EXHIBIT 39

HAIGHT, GARDNER, POOR & HAVENS
ONE STATE STREET PLAZA
NEW YORK, N.Y. 10004
TELEPHONE (212) 344-6800
CABLE: MOTOR NEW YORK
RCA TELEX: 222974
WU1 TELEX: 620362
WU TELEX: 127683

WASHINGTON OFFICE
FEDERAL BAR BUILDING
1815 H STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE (202) 737-7847
CABLE: MOTOR WASHINGTON
WU-TELEX: 892598

POOR
O'NEILL
D ATWOOD
ES M. ESTABROOK
OWARD H. MAHLA
JOHN C. MOORE
MACDONALD DEMING
THOMAS H. ROCHE
JOHN OSNATO, JR.
WILLIAM J. JUNKERMAN
TALLMAN BISSELL
DOUGLAS B. BOWRING
GORDON W. PAULSEN
M. E. DEORCHIS
WILLIAM P. KAIN, JR.
DAVID P. H. WATSON
RICHARD G. ASHWORTH
EDWARD L. JOHNSON
RICHARD B. BARNETT
MAURICE I. NOYER
SANFORD C. MILLER
CHARLES S. HAIGHT, JR.
FRANCIS X. BYRN
THOMAS R. H. HOWARTH
STEPHEN K. CARR
WALTER E. RUTHERFORD
R. GLENN BAUER
THEODORE M. SYSOL
HOLLIS M. WALKER, JR.
LEROY S. CORSA
CARROLL E. DUBUC

7 OCT 13 PM 8:53

October 13, 1972

Barber Steamship Lines, Inc.
17 Battery Place
New York, New York 10004

Attention: Mr. E. J. Schneider,
Claims Manager

BARBER CLAIMS v. PITTSTON
FLORISTAN - VOYAGE 8044
HONG KONG/NEW YORK - B/L 36
Your Ref. BEFQ-90
Our file 102-5905

Dear Mr. Schneider:

This will confirm our telephone advices of October 11, 1972, wherein we advised that we need the Loading Tally and Mate's Receipt for Bill of Lading 36. You advised that you would cable Hong Kong to forward the requested documents.

During our discussions with Miss O'Keefe regarding this claim and companion claim (Your Ref. BEFQ-92) she raised the question of the present status of the 10 cartons recovered by the FBI in each of the 2 claims. Please let us know the present whereabouts of the 20 cartons.

Also, we advised you that with respect to Barber's claims against Pittston for non-delivery of second hand clothing from New York to West African Ports, Titania, Voyage 16A and Corneville, Voyage 18A - AWAJ-3[illegible]3, Miss O'Keefe told us that Mr. John DeRoos of Barber agreed to

JOINT EXHIBIT 39

discontinue these claims against Pittston. Since you advised that Mr. DeRoos is no longer in the employ of Barber, we would appreciate your advising his present whereabouts so that we may be able to contact him to verify Miss O'Keefe's allegations.

Also, Miss O'Keefe said that with respect to shortages and outages from containers at Hong Kong, Pittston told Barber that the use of one seal on each container loaded at New York was not sufficient to prevent thefts from taking place. Since a container had two doors, the use of one seal on one door did not prevent thefts from the other door without a seal.

Miss O'Keefe further said that it was not until May of 1972 that Pittston was instructed by Barber to place 2 seals on each container loaded at New York. Consequently, Pittston has denied liability for shortages and outages arising from the carriage of containers prior to May of 1972. We need your advices as to whether Barber did instruct Pittston, prior to May, 1972, to use only one seal on containers loaded at New York.

Very truly yours,

HAIGHT, GARDNER, POOR & HAVENS

By M. E. DeOrchis

M. E. DeOrchis

DeO:ma
cc:

Shipowners Claims Bureau, Inc.

Deputy of Commissioner of the Dept of Traffic
Assistant Administrator of the Dept of Transportation & Counsel
40 Worth St
New York, N.Y.
[illegible] or 566-4470

JOINT EXHIBIT 39

barberlines as
CARGO HANDLING DEPARTMENT

November 13, 1972

Haight, Gardner, Poor & Havens
1 State Street Plaza
New York, N.Y. 10004

Attention: Mr. M. E. DeOrchis

Dear Sir:

Re: Cargo Claims Pittston

With reference to our telephone conversation of today regarding above captioned subject, please find enclosed a check issued to Pittston Stevedoring Corporation in the amount of $75,000. for you to use against settlement of cargo claims. Please acknowledge receipt of same.

Yours very truly,

Per BARBER LINES A/S

Harald S. Sohoel
Manager
Cargo Handling Department

HSS:nd
cc: W. J. Shields
A. E. Dalberg

Enc:

JOINT EXHIBIT 39

DATE November 14, 1972

OFFICE MEMORANDUM

FROM Mr. E. J. Schneider

TO Mr. A. E. Dalbert

CC- Capt. H. Sohöel

There is enclosed original letter from Messrs. Haight, dated November 13th together with release, also check of Pittston in the amount of $46,339.00 which please credit to Barber Lines A/S, Oslo.

Very truly yours,

E.J.S.

EJS:jd

JOINT EXHIBIT 39

WHARTON POOR
J WARD O'NEILL
BERNARD D ATWOOD
JAMES M. ESTABROOK
EDWARD H. MAHLA
JOHN C. MOORE
MACDONALD DEMING
THOMAS R. ROCHE
JOHN OSNATO, JR.
WILLIAM J. JUNKERMAN
TALLMAN BISSELL
DOUGLAS B. BOWRING
GORDON W. PAULSEN
M. E. DEORCHIS
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RICHARD G. ASHWORTH
EDWARD L. JOHNSON
RICHARD B. BARNETT
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SANFORD C. MILLER
CHARLES S. HAIGHT, JR.
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FEDERAL BAR BUILDING
1815 H STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE (202) 737-7847
CABLE: MOTOR WASHINGTON
WU TELEX: 892598

November 13, 1972

Barber Steamship Lines, Inc.
17 Battery Place
New York, New York, 10004

Attention Captain H. Sohoel

CLAIMS AGAINST PITTSTON STEVEDORING CORP.
INDEMNITY FOR CARGO LOSS AND DAMAGE
Our file 102-5905

Dear Sir:

* Enclosed herewith is Pittston check in the sum of $46,339 made payable to the order of Barber Steamship Lines, Inc. This check is in settlement of the 48 claims we originally settled for $45,000 plus the four additional claims which had been over-looked by both sides. The list of claims settled is attached to the Release, which is also enclosed.

Miss O'Keefe was concerned about your discovering any additional claims in the old files (like the four that were found at the last minute) and it was agreed that the Release would cover all cargo claims filed against Barber up to today's date, November 13, 1972.. In other words, if you discover any old claims in your files now, they

JOINT EXHIBIT 39

2-Captain Sohoel (102-5905)

will have been released. On the other hand, any claims which are received after this date and which may involve Pittston will not have been released and will be treated separately.

* We enclose herewith Pittston's letter of November 13, 1972, which accompanied the enclosed check.

Very truly yours,

HAIGHT, GARDNER, POOR & HAVENS

By

M. E. DeOrchis

DEO:MFZ
*Encs.

cc: Mr. Wolfson

cc. Miss O'Keefe

JOINT EXHIBIT 39

Pittston Stevedoring Corp.
STEVEDORES & TERMINAL OPERATORS
Seventeen Battery Place, New York, N.Y. 10004
Tel. (212) 269-5200
Cable Address: PITSTEVE / Overseas WU Telex: 62414 / Domestic TWX: 710-581-3883

November 13, 1972

Haight. Gardner, Poor & Havens
One State Street Plaza
New York, New York 10004

Att: M. E. De Orchis, Esq.

Re: General Release of All Cargo Claims Filed With Barber Steamship Lines, Inc. as of November 13, 1972 Relative to Stevedoring Operations by Pittston Stevedoring Corp.

Gentlemen:

Enclosed herewith please find our check number 43123 dated November 13, 1972, in the amount of Forty Six Thousand Three Hundred Thirty Nine Dollars ($46,339.00) made payable to the order of Barber Steamship Lines, Inc.

Said amount was agreed to during our conferences on October 10th and 11th, 1972 and in your subsequent letters which, in part, included four additional claims.

We also confirm herein our agreement to receive a general release covering all cargo claims arising out of stevedoring operations performed on behalf of Barber Steamship Lines, Inc. with special references to releases on anticipated claims on the "TAI PING" V/0861 our File #72-63 and "FERNGATE" V/6037 our File #72-35.

May we extend our gratitude to you for the prompt amicable disposition of the matter.

Very truly yours,

PITTSTON STEVEDORING CORP.

M. D. O'Keefe, Manager
Legal, Insurance & Claims

MOK:cc
Enc.

BRANCHES
Port Newark, N.J.
Elizabeth, P.A., N.J.
Rochester, N.Y.
Charleston, S.C.
Jacksonville, Fla.
Savannah, Ga.

JOINT EXHIBIT 39

R E L E A S E

TO ALL OF WHOM THESE PRESENTS SHALL COME TO OR MAY CONCERN.

GREETING: : KNOW YE, That Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S, for and in consideration of the sum of FORTY SIX THOUSAND THREE HUNDRED THIRTY NINE DOLLARS, ($46,339), lawful money of the United States of America, to it in hand paid by

PITTSTON STEVEDORING CORP.,

the receipt whereof is hereby acknowledged, has remised, released and forever discharged and by these presents does for itself, its successors and assigns, remise, release and forever discharge the said

PITTSTON STEVEDORING CORP., its

successors and assigns, owners, agents, underwriters, their successors and assigns from all manner of actions, cause of action, suits, debts, controversies, agreements, judgments, claims and demands whatsoever in any case of a civil nature whether at law, in equity or in admiralty, which against the said

PITTSTON STEVEDORING CORP., their

successors and assigns, as foresaid, it ever had, now has or which it, its successors or assigns, hereafter can

shall or may have, arising by reason of:

> any damage or loss to the shipments of cargo included in the attached list, marked "Exhibit A", and any other cargo claims filed against Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S up to November 13, 1972,

and the said Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S, warrants that they are the parties entitled to receive the said sum of $46,339, and in further consideration of said payment it hereby agrees to indemnify, defend and hold harmless the said

PITTSTON STEVEDORING CORP., their

successors and assigns, its owners, etc., as aforesaid, up to the amount of the payment set forth above from and against any claims, demands, suits or actions made or brought against them by any third party by reason of the loss or damage to shipment referred to on the attached list.

IN WITNESS WHEREOF, Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S, has caused these presents to

be executed by their duly appointed attorneys on the 13th day of November, one thousand nine hundred and seventy-two.

Signed in the presence of:

HAIGHT, GARDNER, POOR & HAVENS
As Attorneys for Barber Steamship Lines, Inc., Barber Lines, A/S
Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S

By

A Member of the Firm
One State Street Plaza
New York, New York 10004

JOINT EXHIBIT 39

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 13th day of November, in the year One Thousand Nine Hundred and Seventy-Two, before me personally came M. E. DeOrchis, to me known, who, being duly sworn by me, did depose and say that he resides at 19 Shore Drive, Great Neck, and is a member of the firm of Haight, Gardner, Poor & Havens, attorneys for Barber Steamship Lines, Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley & Eager, Klaveness, A.F. & Co., A/S, and is authorized by the above named releasors to sign this for an on their behalf.

Marguerite F. Zanzuri (Lear)

MARGUERITE F. ZANZURI
Notary Public, State of New York
No. [illegible]
Qualified in New York County
Cert. filed with New York County Clerk
Term Expires March 30, 1974

JOINT EXHIBIT 39

	SHIP/VOYAGE	AMOUNT CLAIMED	SETTLEMENT
1.	TRAVIATA-VOY. 5121	732.00	Not cargo-not discussed
2.	TAI PING-VOY. 8061	500.00	500.00
3.	TEMERAIRE-VOY. 8001	500.00	500.00
4.	TOREADOR-VOY. 31B	224.94	112.00
5.	TURANDOT-VOY. 19B	3,661.50	1,800.00
6.	TARANTEL-VOY. 11B	2,926.60	2,500.00 previously paid
7.	TYR-VOY.	1,070.44	1,070.44
8.	TOREADOR-VOY. 31A	250.00	100.00
9.	TEMA-VOY. 17A	1,533.36	750.00
10.	TITANIA-VOY. 16A	2,130.32	------
11.	FERNLAND-VOY. 12A	206.28	206.28
12.	TEMERAIRE-VOY. 5090	500.00	250.00
13.	TORTUGAS-VOY. 3063	816.37	816.37
14.	TEMERAIRE-VOY. 5090	742.00	371.00
15.	TAI PING-VOY. 5103	626.14	600.00
16.	TAI PING-VOY. 5088	2,483.08	2,483.08
17.	TORTUGAS-VOY. 3063	55.14	25.00
18.	TAI PING-VOY. 8043	12,697.77	6,348.88
19.	FLORISTAN-VOY. 8044	5,996.80	4,000.00
20.	FLORISTAN-VOY. 8044	17,400.24	11,000.00
21.	FERNGATE-VOY. 6037	7,569.20	1,000.00

JOINT EXHIBIT 39

	SHIP/VOYAGE	AMOUNT CLAIMED	SETTLEMENT
22.	ST. CONSTANTINE-VOY. 6037	73.50	36.75
23.	ROSEVILLE-VOY. 5104	43.53	21.77
24.	TRAVIATA-VOY. 5109	366.47	183.23
25.	FERNWAVE-VOY. 11A	536.10	260.00
26.	FERNGATE-VOY. 6021	753.46	650.00
27.	KINGSVILLE-VOY. 31A	154.90	154.00
28.	FERNLAND-VOY. 5057	424.50	400.00
29.	QUEENSVILLE-VOY. 29A	206.35	------
30.	FERNCLIFF-VOY. 23A	763.51	350.00
31.	FERNBROOK-VOY. 24A	1,056.18	500.00
32.	CORNEVILLE-VOY. 18A	3,506.52	------
33.	FERNCLIFF-VOY. 23A	2,397.95	------
34.	IOANNA-VOY. 3B	139.02	100.00
35.	FERNWOOD-VOY. 1A	4,247.34	4,247.34
36.	CORNEVILLE-VOY. 37B	500.00	500.00
37.	FERNGATE-VOY. 19B	284.89	100.00
38.	FERNBROOK-VOY. 18B	3,666.50	1,800.00
39.	QUEENSVILLE-VOY. 5031	1,502.00	1,502.00
40.	FERNGATE-VOY. 5080	310.05	155.03
41.	TORONTO-VOY. 3030	168.96	150.00
42.	NO VESSEL	------	No cargo involved
43.	JENS JOST-VOY. 3071	110.28	100.00
44.	TRAVIATA-VOY. 5109	827.75	413.87
45.	FERNSTATE-VOY. 5119	55.87	55.00

JOINT EXHIBIT 39

	SHIP/VOYAGE	AMOUNT CLAIMED	SETTLEMENT
46	TARANTEL-VOY. 5118	62.64	62.00
47.	FERNLAND-VOY. 4079	1,509.43	1,500.00
48.	SHAHRISTAN-VOY. 3079	UNKNOWN	------
49.	TRAVIATA-VOY. 5109	358.74	179.00
50.	TAGAYTAY-VOY. 30B	2,220.00	934.96
51.	TARANTEL-VOY. 5094	70.20	35.00
52.	TRAVIATA-VOY. 5073	31.30	16.00

408a

JOINT EXHIBIT 40.

barberlines as
CARGO HANDLING DEPARTMENT

SCHOEL

NC 12/5/74

November 8, 1972

Barber Lines A/S
Oslo, Norway

Attention: Control Department

Dear Sirs:

Re: Balance of the Account with Pittston

It is now about five weeks since we changed stevedores in New York and in order to bring you up-to-date, we have made up enclosed copy of balance sheet covering the main sums still to be settled. Below are also a few explanations about the various details, out of which we would like to have your comments on some.

Outstanding Claims

Upon request from Shipowners Claims Bureau (Skuld), we withheld $75,000. in order for them to force through a quick settlement of outstanding cargo claims against Pittston. The negotiation was done by Mr. M. E. De Orchis of Haight, Gardner, Poor & Havens. With reference to enclosed copy of their letter dated November 3rd, 1972, they have settled for $45,000. pending approval from Skuld in Oslo and when and if they agree, we will have to release the sum of $75,000. against our unpaid balance.

Old Unpaid Invoices

Pittston is pressing for settlement of outstanding invoices (see copy of their letter dated November 2nd, 1972) and we on the other hand have moved slowly in order to have coverage for expenses, etc. due us.

409a

JOINT EXHIBIT 41.

WILH. WILHELMSEN
OSLO

HATCH LIST

Ship M/S "Toronto",				Voyage No. 3041.	Port of discharge: New York
Ports of loading	Hatch	Compartment	Number of packages	Description of goods	Measurement / Weight / units
[illegible]	2	UTD.	6674	Bus. Goods	[illegible]
Dilburti	"	"	1335	" "	102 T.
Anzoh	"	UTD.	330	[illegible]	[illegible]
Dilburti	"	"	65	[illegible]	[illegible]
Port Sudan	"	"	3000	" "	[illegible]
Port Sudan	"	LH.	1050	" "	[illegible]
Anzoh	3	UTD.	5909	Bus. Goods	[illegible]
Port Sudan	"	Lockers	2	Pers. Eff.	[illegible]
Khorramshahr	"	"	100 5	Used Wheel G. Pers. Effects	[illegible] 2 T.
Kuwait	"	"	2	Pers. Eff.	[illegible]
Aqaba	"	D/T.	2336	Bus. Goods	17 T.
Dilburti	"	"	1767	" "	[illegible]
[illegible]	"	"	[illegible]	[illegible]	[illegible]
Aqaba	4	UTD.	6737	Bus. Goods	[illegible]
Aqaba	"	LH.	[illegible]	" "	[illegible]
Aqaba	"	"	2336	Bus. Goods	[illegible]
Aqaba	"	"	1592	[illegible]	[illegible]
Port Sudan	5	UTD.	495 316	Bus. Goods Bus. Goods	38 T. 25 "
[illegible]	"	"	137	Bus. Goods	[illegible] "
Port Sudan	5	LH.	[illegible]	Bus. Goods	[illegible]
Port Sudan	6	UTD.	344	Bus Goods	47 T.
[illegible]	"	"	[illegible]	" "	[illegible]
Dilburti	On Deck		61	Bus. Machinery	7 T.
"	"		[illegible]	[illegible]	[illegible]
Total			[illegible]	[illegible]	[illegible]

Abbreviations
LH = Lower Hold
LTD = Lower Tween Deck
UTD = Upper Tween Deck

Place and date

Signature

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JOINT EXHIBIT 41

WIL. H. WILHELMSEN
OSLO

HATCH LIST

Ship	Voyage No.	Port of discharge
M/S " Toronto ",	3046.	N.York/Baltimore.

Ports of loading	Hatch	Compartment	Number of packages	Description of goods	Weight tons	Remarks units, pallets, containers pre-slung etc.
Assab.....:	I	LTD.	I667	Bgs. of Coffee..:	IoI T.	
Diibuti...:	"	"	3674	" " " :	223 "	324 T.
Diibuti...:	2	UTD.	I67o	Bgs. of Coffee..:	IoI T.	IoI T.
Assab.....:	3	LTD.	8II5	Bgs. Coffee.....:	492 T.	
Diibuti...:	"	LH.	3340	" " :	203 "	695 T.
Assab.....:	4	LH.	I232	Bgs. of Coffee..:	75 T.	
Assab.....:	"	"	4036	" " " :	245 T.	
Diibuti...:	"	"	4676	" " " :	283 T.	603 T.
Total cargo.:			28.4Io	Bgs. of Coffee.:		I723 Tons.
Total cargo for discharging Ports New York/Baltimore.:						I723 Tons.

Abbreviations
LH - Lower Hold
LTD - Lower Tween Deck
UTD - Upper Tween Deck

Place and date: TS SLP 20.8.71

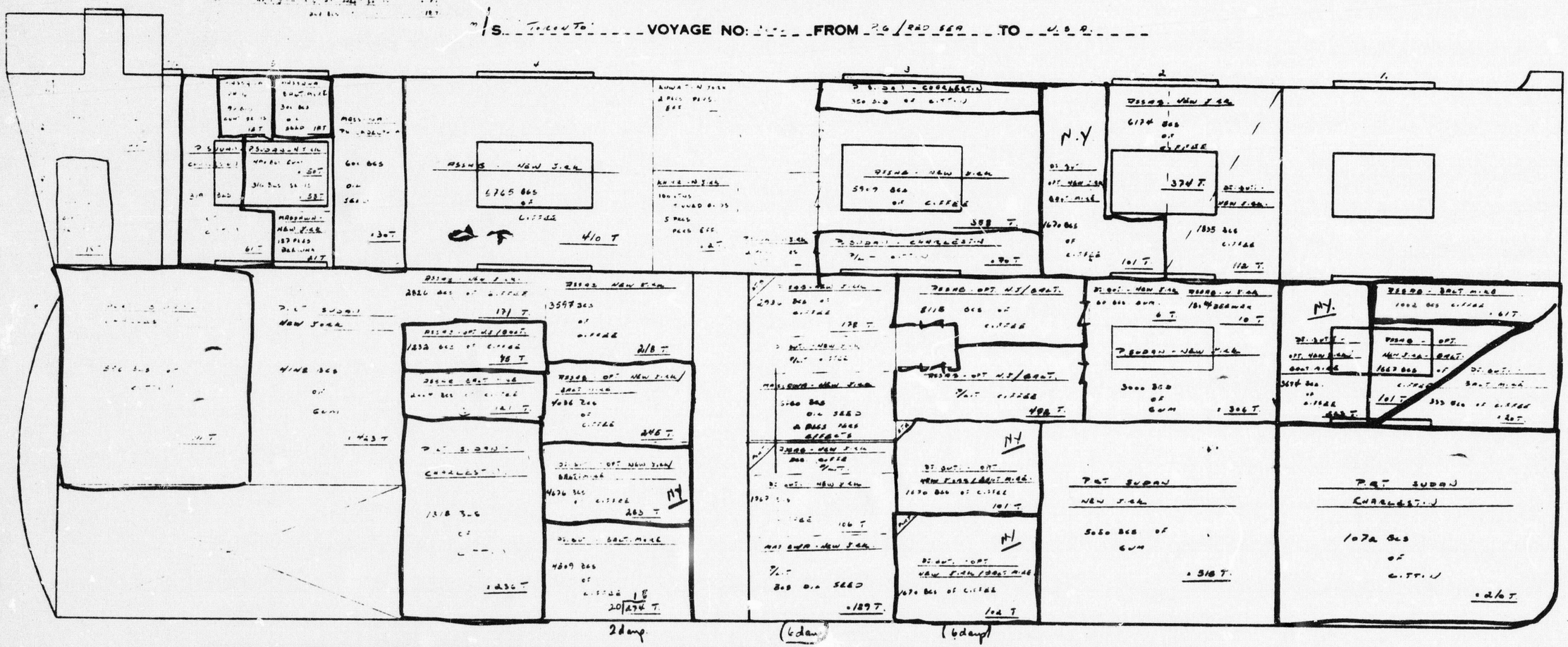
Signature: R Pilsen.

WILH. WILHELMSEN
OSLOO

JOINT EXHIBIT 42.

CARGO PLAN

M/S. TOLCO TO VOYAGE NO: FROM PG / RED SEA TO U.S.A.



		Nr. 1. Hatch			Nr. 2 Hatch			Nr. 3 Hatch				Nr. 4 Hatch			Nr. 5 Hatch		Group	Deck	Strong Room etc.				Total	
		Sh. deck	Tween deck	Lower hold	Sh. deck	Tween deck	Lower hold	Sh. deck	Tween deck	Lower	hold	Sh. deck	Tween deck	Lower hold	Sh. deck	Lower hold								
Cargo	6546 T				486	388	518	360		478		410		387	184	483	27	86					[illegible]	
Bunkers	[illegible]														45		18						63	T.W.S.
Lub.oil	[illegible]													398	18								491	T.W.S.
Dunnage	[illegible]		81											284	61	111							600	T.W.S.
Stores	210 T			210				70						608									1523	T.W.S.
Water	[illegible]		324		101				442		268												[illegible]	T.W.S.
[illegible]	6440 T		405	210	587	322	518	430	490	478	268	410		1643	308	594	24	86					[illegible]	T.W.S.

Cargo	6546 T
Bunkers	[illegible]
Lub.oil	[illegible]
Dunnage	[illegible]
Stores	210 T
Water	[illegible]
[illegible]	6440 T
Draft forward	27 [illegible]
" aft	27 [illegible]
" mean	27 [illegible]
" "	[illegible]
Vacant space	[illegible]
Available D.W.	0

N.Y. agt. [illegible]

Passed 3rd of Aug. 1971

Chief Officer.

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PITTSTON STEVEDORING CORP.

PAGE 1A.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN. 5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL TORONTO. VOY. NO. 3046

ARRIVED PIER 9A Bklyn DATE Sept. 5-1971

Crell

	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
1	Kharrasan	1	1000 Cases Pistachios	Vinandish		8	NOT FOUND
2	Missaua	5	500 Bags Sesame Seed	DUN AT		34	4 Bags Post-15-Mari
10	— · —	10	4400 Bags Mustard Seed	N PC X		2	NOT FOUND

PITTSTON FORM NO. 224 M
Revised 4/71

Barber-Colman
Defendant's Exhibit No. F
for identification
in evidence
10/17/74

DELIVERY CLERK

412a

JOINT EXHIBIT 45.

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PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN. 5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel and in addition cargo discharged at the request of the master. This report is prepared without prejudice.

VESSEL TORONTO VOY. NO. 3046

ARRIVED PIER 9A BKLYN DATE SEPT. 5-1971

Seq.	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
49	Port Sudan	33	150 Bales Sheepskins	L KH T L-1-70/72 1/150		10	
48	—	32	60 Bales —	SA500 1/60	1		Post-15-North
47	—	31	200 Bales —	SALIM 701/900	2		Post-15-North
50	—	34	150 Bales —	SA560	2		Post-15-North
5	MASSAWA	1	400 Bags Niger Seed	IRCK AU	1		Post-15-North
6	—	2	550 Bags —	AVA AU	12		Post-15-North
7	—	3	500 Bags —	HINK AU	12		Post-15-North

PITTSTON FORM No. 224 H
Revised 4/71

DELIVERY CLERK

JOINT EXHIBIT 46

PITTSTON STEVEDORING CORP.

PAGE 2

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN-5-1972

The following information is prepared from the bills of lading listed on the manifest for the v[illegible] and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL Toronto VOY. NO. 3046

ARRIVED PIER 9A Bklyn DATE Sept. 5-1971

(L) LOADING PORT		B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
58	Port Sudan	42	50 Bales Sheepskins	THA HH 4630/4739	1		N/F
65	Djibouti	6	1670 Bags Coffee	KADIR-ESSA 305/309		6	305-(4) on pallet-11 308 (1) on 453
70	— —	11	432 Bags Coffee	ZAN Oct. 31-72 32-46		16	432-(12) pallet-16
72	Assab	2	1668 Bags Coffee	NPC 633/637	19		635-(19) on pallet 20
73	— —	3	2168 Bags Coffee	NPC —	—	—	NO. ORDERS —
75	— —	5	4173 Bags Coffee	OMAR MUSTAFA		10	140-1 142-1 148-1 NS-2 NS-2 7 Bags 135 42
76	— —	6	834 Bags Coffee	MULU		40	N/F

PITTSTON FORM NO. 224 M
Revised 4/71

DELIVERY CLERK

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PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN-5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL Toronto VOY. NO. 3046

ARRIVED PIER 9A-Bklyn. DATE Sept-5-1971

Order	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
78	ASSAB	8	7515 Bags Coffee	NAGASA SHANAFA		16	Pallet #38 Nos #34 #53
							E8-1 97-1 (6) Bags 87-1 95-2 99-1
80	— · —	9	226 Bags Coffee	ALX CHIMBI-	1		#457-(1) on Pallet #50
81	— · —	10	1441 Bags Coffee	ALX CHIMBI-	3		#547-1 Pallet #53 #550-2 (3) #43
82	— · —	11	1667 Bags Coffee	ALX		18	556-(1) Pallet #55
83	— · —	12	6000 Bags Coffee	KIDANE Beyene		7	20-2 17-1 30-1 (11) Bags 29-4 13-1 14-1 was Pallets
85	— · — NY/BALT-	1	1667 Bags Coffee	K. DIMMAH	8		64-7 #46 69-1 / 8 Bags #54

PITTSTON FORM NO. 224 H
Revised 4/71

DELIVERY CLERK

JOINT EXHIBIT 46

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PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN. 5 - 1972

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL TORONTO VOY. NO. 3046

ARRIVED PIER 9A - B'klyn. DATE Sept. 5 - 1971

Code	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
86.	ASSAB NY/BKLT.	2	1667 Bags Coffee	K. DJAMMAH		43	70-13 1014-4 #17 #36 (17) Bags
87	— . —	3	1667 Bags — " —	SHANTILAL		10	213-4 148-4 203-13 204-4 (2) Bags
88	— . —	4	1667 Bags — " —	SHANTILAL		43	207-6 200-1 206-7 205-1 (15) Bags
89	— . —	5	1000 Bags — . —	A Z GHAMBI		2	8-(1) bag
90	— . —	6	1161 Bags — . —	AB GHAMBI		48	N/F
91	— . —	7	1493 Bags — . —	AB GHAMBI		59	5-15 237-7 9-1 6-1 5-3 (7) Bags
92	— . —	8	1668 Bags — . —	AB DJAMMAH		34	218-2 222-2 223-3 216-3 225-1 (6) Bags

PITTSTON FORM NO. 224 M
Revised 4/71

DELIVERY CLERK

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Page 5

PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE JAN-5-1972

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL TORONTO VOY. NO. 3046

ARRIVED PIER 9A. Bklyn. DATE Sept. 5 - 1971

	RECORDING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
93	ASSAB NY/BALT	9	1667 Bags Co. Hide	AB·DJIMMAH	36		203-3 213-22 205-6 222-2 200-3 (36) Bags
94	— · —	10	1667 Bags — · —	— · —		24	221-2 220-12 219-7 (24) Bags
95	— · —	11	508 Bags. — · —	SHANTILAL		4	219-4 Bgs. Pallet # 23
96	DJIBOUTI NY/BALT.	1	1670 Bags — · —	KADIR. EBBA	1		312 (1) Bag. Pallet # 33
97	— · —	2	1670 Bags — · —	— · —	1		315 (1) Bag. Pallet # 50
99	— · —	4	668 Bags. — · —	— · —	26		316-(26) Bags. STAINS POST-IN-NORTH
101	— · —	6	334 Bags — · —	— · —	1		(2) Bags. Pallet # 52

PITTSTON FORM NO. 224 M
Revised 4/71

DELIVERY CLERK

JOINT EXHIBIT 46

Page 6

PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE Jan. 5. 1972

The following information is prepared from the bills of lading listed on the manifest for the vessel and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

VESSEL Toronto VOY. NO. 3046

ARRIVED PIER 9A. Bklyn. DATE Sept. 5. 1971

Cite	LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
106	Dj. Jibuti Djibouti	11	1670 Bags Coffee	KADIR EBBA.	4		331-(4) Bags Pallet #4
107	— . —	12	1670 Bags — . —	— . —		3	3 Bags Pallet #34
108	— . —	13	334 Bags — . —	— . —	2		2 Bags Port 15-North
109	— . —	14	334 Bags — . —	— . — Out. 341		90	N/F
110	— . —	15	334 Bags — . —	— . — Out. 337	1		1 Bags Pallet. #27

PITTSTON FORM NO. 224 M
Revised 4/71

DELIVERY CLERK

PITTSTON STEVEDORING CORP.

OVER SHORT and DAMAGE REPORT ON DELIVERY

DATE _____

The following information is prepared from the bills of lading listed on the manifest for the vessel _____ and in addition cargo discharged at the request of the Master. This report is prepared without prejudice.

ON PIER 9A

VESSEL Toronto VOY. NO. _____

ARRIVED PIER _____ DATE _____

LOADING PORT	B/L NOS. & INITIALS	DESCRIPTION OF CARGO	MARKS & NUMBERS	OVER	SHORT	NATURE OF DAMAGE & REMARKS
Code 64	N UGO ◇ 0/53 CERT R 81	667 bags. 167				
75 ASSAB 5B	OMAR MUSTAFA	146, 147, 148, 149, 150, 1 1 3 1 2 14 13	151, 152, 153, 27 3 COM. 6	154, 5	N/M 1	19 at [illegible] 16
78 ASSAB 8	NAGASA SHARALAF HUSSEIN EMANCUS 79,80 5	81 82 83 84 85 86 87 88 89 90 6 1 1 3 6 1 15 11	91 92 93 94 2 13 2	95 96 2 2	97 98 1 12 1 2	99 100 101 COM 1 1 28
80 ASSAB 9	ALX OK 597	457 552 547 COM. 17 13 1 1 1				1 1 13
81 ASSAB 10	ALX	547 548 549 550 5 1 C.O.M. 1 5 3				1 1 8
82 ASSAB 11	ALX	552 553 554 555 556 4 18 3 37 1 10 7 2+11	557 (554) 10 5			36
83 ASSAB 12	KIDAME BEYENE	9, 10 11 12 13 14 15 16 17 18 3 1 1 16 1 6 1 1 1 1 1 1 1	19 20 21 22 37 1 1 3	25 26 1 7 4 2	30 1 1	6000 5924 15
			377 91 19 487 531			270

91 bags 457 (547) OK at wharf

531 487 44 51 497

531 290 129 661

TOTAL 99 AT 9A

DELIVERY CLERK

PITTSTON FORM NO. 224 M
Revised 4/71

JOINT EXHIBIT 46

JOINT EXHIBIT 47.

TORONTO - Vpy 3046

B/L	Code	Marks	Short	On Dock	Consignee	Truck
DJIBOUTI #5	64	UGQ CERT 81 MBR-0/53	1		VAN EERIS STOTT	INTERMED
— " —	70	ZAN CERT 32	16	12		EL-ESS
ASSAB #3	73	NPC-606-622 CBFL 26-629 32-	32	?	MITSUI-Co.	McALLIST
— " — #5	75	CMHR-MVSTHFI 140/42-146/155	10	7	VANEERIS-STOTT	INTERMED
— " — #6	76	MULU 143/145	40	?	MITSUBISHI-INT.	FORCE
— " — #8	78	NHGHSH-SHIRATI CERT-79/101	16	6	VAN-EERIS STOTT	INTERMED
— " — #11	82	ALX 552/556	18	1	— " —	INTERMED
— " — #12	83	RIGHINE-BEYNE 9/22-25-29/30	7	1	— " —	— " —
ASSAB NY-BALT #2	86	K. DJIMMAN 69/70 101/105	43	17	VELPORT-BOS	McALLIST ULRICH
— " — #3	87	SHANTILAL 197/198-201/202	10	25	C. BORCHSENIUS	GENSER
— " — #4	88	— " — 197-200 205/208	43	15	— " —	WOOSTER GENSER
— " — #5	89	AB. CHINBI CERT-5/9	2	1	SPRAGUE	MIDWEST
— " — #6	90	AB CHINBI CERT-2/9	6	?	RHODES — " —	DAVIDSON — " —
— " — #7	91	AB-DJINNAH 221/227-5/9	14	27		ATKINSON GENSER
— " — #8	92	— " — 218-222/23-250	5	1		ATKINSON GENSER
— " — #10	94	— " — 206-211/212-20-21	24	21		BUFFALO MULO
— " — #11	95	SHANTILAL 204-219	4	4	C. BORCHSENIUS	MARK MIDWEST WOOSTER
DJIBOUTI NY-PT BALT #12	107	RADIR-EBBA 350/355	3	3		McALLIST
— " — #14	109	— " — 342	90			McALLISTER

384 Bags.

APP. Barber-Cottrell & Partners
10/17/74

J. J. Gow
1/13/75

BEST COPY AVAILABLE

JOINT EXHIBIT 47

TORUN / O
COFFEE 12/16/71
POST- 16 NOV 71

55	NAGASA SHARAFA	N/N	1 ✓	#85	DJIMMAH	CERT 203	2	
56	OMAR MUSAFA	153	1 ✓	#86	DJIMMAH	CERT 553	3	
57	KIDANE SEYNE	CERT 23	1	#87	ALX GAMBI	CERT 553	7 ✓	
58	A B	CERT 8	1	#88	ALX GAMBI	CERT 552	5 ✓	
59	KIDANE SEYNE	CERT 201	1 ✓	#89	ALX GAMBI	CERT 553	11 ✓	
60	DJIMMAH	CERT 64	4	#90	ALX GAMBI	CERT 553	10 ✓	
61	KADIR EBBA	CERT 805	1	#91	OMAR MUSAFA	CERT 153	06	
62	DJIMMAH	CERT 826	10	#92	NAGASA SHARAFA	CERT 93	1 ✓	
63	DJIMMAH ALX	CERT 69	11	#93	NAGASA SHARAFA	CERT 81	2	
64	MPC	CERT 622	2	#94	NAGASA SHARAFA	CERT 81	11 ✓	
65	MPC	CERT 637	4	#95	OMAR MUSAFA	CERT 153	1 ✓	
66	KADIR EBBA	CERT 320	6	#96	SHANDAL	CERT 177	1	
67	GIMBI	CERT 5	1	#96A	KIDANE SEYNE	CERT 201	1 ✓	
68	OMAR MUSAFA	CERT 146	1 ✓	#97	ALX GAMBI	CERT 553	1	
69	OMAR MUSAFA	CERT 146	2	#98	ALX GAMBI	CERT 553	1	
70	DJIMMAH	CERT 127	3	#99	DJIMMAH	CERT 6	4	
71	DJIMMAH	CERT 7	27	#100	NAGASA SHARAFA	81	1 ✓	
72	DJIMMAH ALX	CERT 520	5		12/16/71			
73	KIDANE SEYNE	CERT 14	1 ✓					
74	NAGASA SHARAFA	CERT 98	1 ✓		A.B. Gambi	Cert 4	-24	
75	ALX	CERT 552	1 ✓		"	" 5	-24	
76	KADIR EBBA	CERT 353	2		"	" 9	-81	
77	KADIR EBBA	CERT 810	2					
78	KADIR EBBA	CERT 320	2					
79	DJIMMAH	CERT [illegible]	7					
80	DJIMMAH	CERT 149	3					
81	DJIMMAH	219	1					
82	GIMBI	CERT	1					
83	DJIMMAH	CERT 202	8					
84	DJIMMAH	215	10					

JOINT EXHIBIT 47

GROMT O —
12/15/71

		Rings			Ring
#1	GAMBI #5.	15	#31	ALX-GIMBI 55	1
#2	DJIMMAH-CERT-203	3	#32	MPC-DJIMA 427	1
#3	DJIMMAH CERT 200	3	#33	KADIR EBBA 312	1
#4	DJIMMAH CERT-212	22	#34	KADIR EBBA 150	3
#5	DJIMMAH. CERT 222	2	#35	OMAR MUSTAFA DJIMMAH 155	2
#6.	SHANTIAL #213.	4	#36	DJIMMAH 1014	4
#7.	SHANTIAL. #207.	36	#37	SHANTILA 205	1
#8	DJIMMAH- #227	7	#38	DJIMMAH 98	2
#9	DJIMMAH #220	12	#39	DJIMMAH 97	1
#10.	SHANTIAL. #202	13	#40	KIDANE BEYENE 17	1
#11	KADIR EBBA-#305	9	#41	SHANTIAL 200	1
#12.	DJIMMAH- #205	6	#42	DJIMMAH 8	3
#13	SHANTIAL. 204	4	#43.	ALX. 550	2
#14	SHANTIAL 198	4	#44	GAMBI 9	1
#15	DJIMMAH. 228	2	#45	DJIMMAH-223	1
#16.	GAMBIA #32	12	#46.	DJIMMAH 64	7
#17.	DJIMMAH #70	13	#47	MPC- 68	3
#18	SHANTIAL #216	7	#47	DJIMMAH 226	
#19	SHANTIAL #201- POST WINNER	16	#48	DJIMMAH 218	2
#20.	DJIMMAH. #635	19	#49	KDIR EBBA 381	4
#21	DJIMMAH 219.	7	#50	KIDANE BEYENE 13	1
#22	AU-NEW YORK <SEED>		#50	DJIMMAH 88	1
#23	SHANTIAL 214	4	#51	OMAR MUSTAFA	1
#24	DJIMMAH 199	3	#52	GAMBI	1
#25	DJIMMAH 6-	1	#53	DJIMMAH 21	1
#26	CRADEL 8	1	#54	GAMBI 457	1
#27	KADIR EBBA 337	1	#55	KADIR EBBA 1	1
#28	KIDANE-BEYENE 20	3	#56	GAMBI 556	1
#29.	OMAR-MUSTAFA-DJIMMAH 151	2	#57	KADIR-EBBA 347	1
#30	KIDANE BEYENE 27	3	#58	GAMBI 8	1
			#59	KIDANE EBBA	
			#60	DJIMMAH	
			#61	KADIR EBBA 1	1
			#62	MPC- 423	1
			#63	DJIMMAH 223	1
			#64	[illegible]	1
			#65	[illegible]	1
			#66	DJIMMAH - 223	1
				TOTAL 97 INS.	67

JOINT EXHIBIT 47

TORONTO — 12/13/71

		Bags			Bin
#1	GAMBI #5	19	#31	ALX-GAMBI 556	1
#2	DJIMMAH-CERT 203	3	#32	MPC-DJIMMAH 427	1
#3	DJIMMAH CERT 200	3	#33	KADIR EBBA 312	1
#4	DJIMMAH CERT 212	22	#34	KADIR EBBA 150	3
#5	DJIMMAH CERT 222	2	#35	OMAR MUSTAFA DJIMMAH 155	2
#6	SHANTIAL #213	4	#36	DJIMMAH 1014	4
#7	SHANTIAL #207	26	#37	SHANTILA 203	1
#8	DJIMMAH #227	7	#38	DJIMMAH 98	2
#9	DJIMMAH #220	12	#39	DJIMMAH 17	1
#10	SHANTIAL #202	13	#40	KIDANE BEYENE 17	1
#11	KADIR EBBA #305	9	#41	SHANTIAL 200	1
#12	DJIMMAH #205	6	#42	DJIMMAH 8	3
#13	SHANTIAL 204	4	#43	ALX 550	2
#14	SHANTIAL 198	4	#44	GAMBI 9	1
#15	DJIMMAH 228	2	#45	DJIMMAH-228	1
#16	GAMBI #32	12	#46	KIDJIMMAH 64	7
#17	DJIMMAH #70	13	#47	MPC 618	3
#18	SHANTIAL #214	7	#48	DJIMMAH 3.2[illegible]	3
#19	SHANTIAL #201 POST MAN	10	#49	DJIMMAH 216	2
#20	DJIMMAH #635	19	#50	KADIR EBBA 301	4
#21	DJIMMAH 219	7	#51	KIDANE BEYENE 43	1
#22	AU-New York (Seed)	7	#52	DJIMMAH 88	1
#23	SHANTIAL 219	4	#53	GAMBI	
#24	DJIMMAH 199	5	#54	DJIMMAH	
#25	DJIMMAH 6	1			
#26	CRAIGI 8	1			
#27	KADIR EBBA 337	1			
#28	KIDANE-BEYENE 20	3			
#29	[illegible] DJIMMAH 671	2			
#30	KIDANE BEYENE #29	3			

JOINT EXHIBIT 50.

Log
Book
Records

JOINT EXHIBIT 50

1971 247th day · 118 days follow SATURDAY 4 SEPTEMBER

Partly cloudy - Very Hot. 90°.

Pier 9A South Toronto Docked - 3 25 PM

Barber-Ellis
Exhibit
for identification
in evidence
10/12/71

Pier 9B - No ships.

JOINT EXHIBIT 50

SEPTEMBER 5 SUNDAY 1971 248th day

Partly Cloudy. Very Hot. 90°.

Pier 91: Toronto. Start discha.
South
Christy 4 gangs 8/12 - 1/5
Ordered 5 - broke up on.

Pier 9B - No ships.

JOINT EXHIBIT 50

1971 249th day - 116 days follow

MONDAY 6 SEPTEMBER

Labor Day

Pier 91 - Toronto South - Idle.

Pier 9B - No ships -

JOINT EXHIBIT 50

SEPTEMBER 7 TUESDAY 1971 250th day - 115 days follow

Partly cloudy. Hot. 78° 72% PM
Forecast: In 80's. Precip. 20-20-20

Pier 9A - Toronto - Discharging -
South
Christy - 6 gangs 8/12 - 1/5
Broke up 2 gangs -

9A Themis - Docked - 6 55 PM
North -

Pier 9B - No ships -

JOINT EXHIBIT 50

1971 251st day - 114 days follow

WEDNESDAY 8 SEPTEMBER

Cloudy Warm - humid - hazy + 74° H 84% 8 AM
Forecast: Sn 80's

Pier 9A South: Christy Toronto - Discharging.
3 gangs 8/12 - 1/5
Ordered 6 gangs.
No outside gangs available
Broke up 2 gangs.

9A North Theresia Far East loading.
3 gangs 8/12 - 1/5

Pier 9B - No ships.

JOINT EXHIBIT 50

SEPTEMBER 9 THURSDAY 1971 252nd day - 113 days fo

Admission Day (California) Hot Humid: T 73° H 87% 7 A

Forecast: 84 to 88 - Sunny: chance of showers:

Pier 9A - South: Toronto - Discharging

Christy 2 gangs - 8/12 - 1/6

9A North - Jerry. Themis - Far East loading to finish

2 gangs 8/12 - 1/

Finished 8^30 PM Sailed 9^00 PM

No outside gangs

Pier 9B - No ships working.

North. Francisco Miguel docked 2^30 PM

Pier 9B - 1 team stuffing for Portugal Maru

JOINT EXHIBIT 50

1971 253rd day - 112 days follow FRIDAY 10 SEPTEMBER

Overcast - Warm - +72° +71% 8:30 AM

Pier 9A - Toronto - Discharging
South
Christy 3 gangs 8/12 - 1/6

Pier 9B - Portugal Maru - Docked 11:20 PM
South

Pier 9B - Francisco Miguel - Disch & load
North
~~Comm~~ - Pauly 3 gangs 8/12 - 1/4
2 " 4/5
Ordered 4 gangs 1 " 5/5:30
Finished 5:30 Sailed - 7:20 PM

Pier 9A - 1 team stripping from Fernstate.
Pier 9B - 1 team stuffing for Portugal Maru.

JOINT EXHIBIT 50

SEPTEMBER 11 SATURDAY 1971 254th day - 111 days left

Cloudy - Periods of rain -

Pier 9A - Toronto - Discharging
South -
Christy 7 gangs 8/12 - 1/6

Pier 9B - Portugal Maru -
South
Cosmo 6 gangs 8/12 - 1/6

Broke up 2 gangs

JOINT EXHIBIT 50

1971 255th day - 110 days follow SUNDAY 12 SEPTEMBER

Cloudy - Rain -

Pier 9A - Toronto - Discharging
South
Christy 7 gangs 8/12

Gangs knocked off at noon due to shortage of pallets.

Pier 9B - Portugal Mann -
South
Cosmo - 7 gangs 8/12 - 1/5

JOINT EXHIBIT 50

SEPTEMBER 13 MONDAY 1971 256th day · 109 days follow

Heavy rain. T. 73° H-94%

Forecast- Rain all day tonite & tomorrow

Pier 9A - Toronto Discharging.
South
Christy 4 gangs 8/12

Broke up 2 gangs.

Knocked off account of rain.

Pier 9B - Portugal Mam -
South
Cosmo 4 gangs 8/12

Knocked off account of rain

Pier 9B - 1 team stuffing for Portugal Mam

JOINT EXHIBIT 50

1971 257th day - 108 days follow TUESDAY 14 SEPTEMBER

Early morning rain - clearing in AM T. 72° H 90% 11AM
Periods of rain in PM.
Forecast - Clearing - in 70's - Precip: 20-10-10%

Pier 9A - Toronto - Discharging.
South
Christy 4 gangs 8/12-1/6

Pier 9B - Portugal Maru - Discharging & loading
South
Cosmo - 4 gangs 8/12-1/6
1 .. 6/7 loading reefer

Pier 9A - 1 team stuffing for Brockville
Pier 9B - 1 .. .. .. Portugal Maru -

JOINT EXHIBIT 50

SEPTEMBER 15 WEDNESDAY 1971 258th day - 107 days fo

Warm - Clearing - 69° H
Forecast - Sunny In 80's 20 - 0

Pier 9A South Toronto - Discharging + loa
Christy - 4 gangs 8/12 - 1/5
2 gangs loading 5/9

Pier 9B South Portugal Maru - Discharging
Cosmo 4 gangs 8/12 - 1/9

Pier 91 - 1 team stuffing for Brunswick

JOINT EXHIBIT 50

1971 259th day - 106 days follow THURSDAY 16 SEPTEMBER

Clear - Warm - + 82° + 57% 1PM
Forecast - Cloudy in 80's - Precip 10-30-90%

Pier 9A - Toronto - Discharging
South
Christy 4 gangs 8/12 - ~~1~~
5 " 1/6
(1 gang came from Pier 6 - loaded 1/6 PM)

Pier 9B - Portugal Maru - Discharging
South
Cosmo - 4 gangs 8/12 - 1/6

Pier 9A - 1 team stuffing for Brampville
9B 1 - " - " - " - " - Portugal.

JOINT EXHIBIT 50

SEPTEMBER 17 FRIDAY 1971 260th day · 105 days follows

Overcast - T 74° 85%
Forecast - Rain tonite & tomorrow Precip 20-40

Pier 9A South Toronto - Discharging & loading.
Christy 6 gangs 8/12 - (2 loading)
4 " 1/5 (all discharging)

2 gangs sent to Portugal Maru.

9A North Brouxville Docked - 5 50 PM

Pier 9B - South Portugal Maru - Discharging & loading
Cosmo - 5 gangs 8/12
6 " 1/5

(1 gang went to own pier at 1PM)

Pier 9A - 1 team stuffing for Brouxville.

JOINT EXHIBIT 50

1971 261st day - 104 days follow SATURDAY 18 SEPTEMBER

Cloudy - In 70's -

Pier 9A - Toronto - Discharging
South
Christy - 3 gangs 8/12

Ship knocked off by Barber Line at 12 noon in order to sail for loading in Baltimore. Will complete discharging on return to N.Y.

9A Brouwville
North 1 gang loading 8/12
Jerry 4 " - " - 1/5

Pier 9B - Portugal Maru - Discharging & loading
South
Cosmo - 4 gangs 8/12 - /5

1971 265th day - 100 days follow WEDNESDAY 22 SEPTEMBER

Partly cloudy - cool - 66 to 57% 12 noon
Forecast: about 70°, cloudy -

Pier 9A - Fernland - Idle - no gangs ordered -
South to North or available.
Shifted from south to North 6/7 AM

9A Toronto - Docked - 7 45 AM
South - Discharging seed from #3 D/C.
Christy Finished discharging . (1 gang)
5 gangs 8/12
4 " 1/9

Used tug "Timothy McAllister" to re-place 5 lighters on 9A, which had been moved to 9B & Pier 8 by Moran docking tug earlier in morning in order to shift Fernland and dock Toronto.

Pier 9B - France Maru - Discharge & load -
North Stern in 7 gangs 8/12
Cosmo 5 " 1/5
4 " 5/9

Pier 9A - 1 team stuffing for Tarantel (ordered 2 teams)

JOINT EXHIBIT 52.

52

COPY 1

ACCOUNTS RECEIVABLE

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE • NEW YORK, N.Y. 10004
PHONE: 212-269-5200

BARBER STEAMSHIP LINES INC
17 BATTERY PLACE
NEW YORK N Y 10004 C
BARBER MIDDLE EAST

INVOICE NO.	INVOICE DATE	PAGE	ACCT'S REC NO
09-79	3052 10/14/71		80265

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: TORONTO ,VOY. 3046 9A BKLYN N

PERIOD OF ACTIVITY: 9/08-00/71

TO: E X T R A L A B O R

VESSEL-STAFF	05 ST	32.00	8.660	277.12
	HOURS	32.00	AMOUNT	277.12

Barber Cottrell
Finally
Defendant's Exhibit No. 5
for identification
in evidence
10/17/74

E & O.E
PITTSTON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE ▶ 277.12

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Wed. Sept 1971

SLIP NO.: 10

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: Tecapo

VOYAGE NO.: 5-46

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: Oakland

PIER: 11

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
Gang 1	4	8	—	1	5	32			S.T.S. (Additional [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

JOINT EXHIBIT 52

INVOICE BILLING

I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 - 6	7-8	9 - 14	15 - 19	20	21 - 28
1	80265	05	U-	09-79	1	9-8 -71

500.01.03

C. 03052

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3046	TORONTO	Bklyn, NY.	4A	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						1
		01	1		32	00

10

FINAL CHECK BY

JOINT EXHIBIT 52

COPY 1

ACCOUNTS RECEIVABLE

BARBER STEAMSHIP LINES INC
17 BATTERY PLACE
NEW YORK N Y 10004 C
BARBER MIDDLE EAST

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE • NEW YORK, N.Y. 10004
PHONE: 212-269-5200

INVOICE NO	INVOICE DATE	PAGE	ACCTS REC NO
09-79	3053	10/14/71	80265

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: TORONTO , VOY. 3046 9A BKLYN N

PERIOD OF ACTIVITY: 9/07-18/71

TO: EXTRA LABOR

VESSEL-STAFF	05 ST	93.00	8.660	805.38
	HOURS	93.00	AMOUNT	805.38

E & O.E
PITTSTON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE 805.38

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP Tues.

DAY AND DATE: Sept Tues Sunday Sept 12 [illegible]

SLIP NO.: 1

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: Oakland

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	1	8	12	1	5	8			S-7 [illegible]
[illegible]	1	8	12	1	5	8			8 [illegible]
[illegible]	1	8	12	1	6	9			9
[illegible]	1	8	12	1	6	9			10
[illegible]	1	8	12			4			12
[illegible]	1	8	[illegible]	1	5	8			S-8 [illegible]
[illegible]	1	8	12	1	6	9			10 [illegible]
					TOTALS	55			

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

[illegible] SIGNATURE

BEST COPY AVAILABLE

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Tues. [illegible]

SLIP NO.: 25

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	1	[illegible]	[illegible]	1	[illegible]	7			[illegible]
[illegible]	1	[illegible]	[illegible]	1	[illegible]	5			15 [illegible]
[illegible]	1	[illegible]	[illegible]	1	[illegible]	7			16 [illegible]
[illegible]	1	[illegible]	[illegible]	1	[illegible]	5			17 [illegible]
[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	4			18
TOTALS						[illegible]			

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

SIGNATURE

JOINT EXHIBIT 52

INVOICE BILLING
I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 -6	7-8	9 - 14	15 - 19	20	21 - 28
1	80265	05	11-	09-79	1	9-7-18-71

500.01.03

C.

03053

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3044	TORONTO	Bklyn, Ny.	9A	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						1
		01	1		93	00

10

PREPARED
PRICED
PRICE
FINAL CHECK

JOINT EXHIBIT 52

COPY 1

ACCOUNTS RECEIVABLE

BARBER LINE A/S PIER 9A
FOOT OF KANE ST.
BKLYN N Y

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE • NEW YORK, N.Y. 10004
PHONE: 212-269-5200

INVOICE NO	INVOICE DATE	PAGE	ACCT'S REC NO
09-79	3054 10/14/71		80265

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

TORONTO ,VOY. 3046 9A BKLYN N

FOR:

9/05-18/71

PERIOD OF ACTIVITY:

E X T R A L A B O R

TO:

VESSEL-STAFF	05 ST	237.00	8.660	2,052.42
	HOURS	237.00	AMOUNT	2,052.42

TOTAL AMOUNT OF THIS INVOICE 2,052.42

E & O.E
PITTSTON FORM NO. 4

149

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP	DAY AND DATE: Sunday Sept 5 1971	SLIP NO. 2
☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.	VESSEL NAME: [illegible]	VOYAGE NO. [illegible]
FOR THE ACCOUNT OF: [illegible]	PORT OR LOCATION: [illegible]	PIER [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	1 M. FROM	1 M. TO	2 M. FROM	2 M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	2	[illegible]	[illegible]	1	5	16			[illegible]
									[illegible]
TOTALS						16			

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): 148 [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE: [illegible]

SIGNATURE

450a

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: [illegible]

SLIP NO.: 1

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: Tolmie

VOYAGE NO.: 346

FOR THE ACCOUNT OF: [illegible] Line

PORT OR LOCATION: Brooklyn

PIER: 42

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	3	5	12	1	5	24			[illegible]
— " —	2	5	12	1	5	16			5 [illegible]
— " —	1	5	12	1	6	7			7 [illegible]
— " —	2	5	12	1	6	15			10
— " —	4	5	12	1	6	36			11
— " —	4	5	12			16			12
					TOTALS	114			

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): NYC [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

[illegible]

SIGNATURE

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP — T.O.S.

DAY AND DATE: [illegible]

SLIP NO.: 26

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	P.M. FROM	P.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	3	5	12	1	6	21			S. Tug [illegible]
— " —	3	5	12	1	5	24			15 [illegible]
— " —	3	5	12	1	6	27			16 S. [illegible]
— " —	2	5	12	1	5	16			17
— " —	2	5	12	—	—	5			18
					TOTALS	[illegible]			

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

[illegible]

SIGNATURE

JOINT EXHIBIT 52

INVOICE BILLING
I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 -6	7-8	9 - 14	15 - 19	20	21 - 28
1	30465	05	01-	04-79	1	4-5-18-71

500.01.03

F 03054

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3046	TORONTO	Bkyn NY	11A	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						1
		01	1		237	00

(10)

PRE AUDIT BY
AUDIT BY
PRICING BY
FINAL CHECK BY

JOINT EXHIBIT 52

COPY 1

ACCOUNTS RECEIVABLE

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE • NEW YORK, N.Y. 10004
PHONE: 212-269-5200

BARBER LINE A/S PIER 9A
FOOT OF KANE ST.
BKLYN N Y

INVOICE NO		INVOICE DATE	PAGE	ACCTS REC. NO
09-79	3055	10/14/71		80265

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: TOKONTO ,VOY. 3046 9A BKLYN N

PERIOD OF ACTIVITY: 9/05-22/71

TO: E X T R A L A B O R

VESSEL-STAFF	05 ST	67.00	8.660	580.22
HILOS	05	67.00	3.000	201.00
	HOURS	134.00	AMOUNT	781.22

E & O.E
PITTSTON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE 781.22

15a

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DA: Sunday Sept 5 1971

SLIP NO.: 3

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	M. FROM	M. TO	M. FROM	M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
									[illegible]
TOTALS						[illegible]			

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

[illegible]

SIGNATURE

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Tues. 6 - 7 - 8 Jul. 5 & 6 1971

SLIP NO.: 5

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: Tolmo

VOYAGE NO.: 3076

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: Bowling

PIER: 7

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
Ex. Pay	1	8	12	1	5	8			Slot 7 [illegible]
—	1	8	12	1	5	8			8 [illegible] to [illegible]
									[illegible] of ship

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: TUES. SEPT. 14TH & SAT. SEPT. 15TH

SLIP NO. 27

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: TORONTO

VOYAGE NO. 3046

FOR THE ACCOUNT OF: BARBER MIDDLE EAST LINES

PORT OR LOCATION: BROOKLYN

PIER 9A

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
EX. DRIVER	1	5	12	1	6	9			SEPT. 14 ADDITIONAL DRIVERS
— " —	1	5	12	1	5	8			15 EMPLOYED TO FACILITATE
	—	—	—	—	—	—			16 DISCH. OF SHIP
EX. DRIV.	2	5	12	—	—	8			17
— " —	2	5	12	—	—	8			15
									HILO 1125 (33)
					TOTALS	33			

STEVEDORE TIMEKEEPER (SIGNATURE): Robert Shuler

APPROVED BY STEVEDORE SUPT. (SIGNATURE): John Koza

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

Ira P. Brandvet

SIGNATURE

15 D

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-3200

COMMERCIAL LABOR SLIP

DAY AND DATE: [illegible]

SLIP NO.: 4-5

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	1	[illegible]	[illegible]	1	1	10			[illegible]
									[illegible]

JOINT EXHIBIT 52

INVOICE BILLING
I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 - 6	7-8	9 - 14	15 - 19	20	21 - 28
1	10265	05	U-	04-79	1	9-5-72-71

500.01.03

F 03955

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3046	TORONTO	Bklyn. N.Y.	9H	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						1
		01	1		67	00
		08			67	00

10

JOINT EXHIBIT 52

COPY 1

ACCOUNTS RECEIVABLE

BARBER LINE A/S PIER 9A
FOOT OF KANE ST.
BKLYN N Y

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE • NEW YORK, N.Y. 10004
PHONE: 212-269-5200

INVOICE NO	INVOICE DATE	PAGE	ACCTS REC NO
09-79	3056 10/14/71		80265

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: TORONTO ,VOY. 3046 9A BKLYN N

PERIOD OF ACTIVITY: 9/07-22/71

TO: E X T R A L A B O R

VESSEL-STAFF	05 ST	89.25	8.660	772.91
HILOS	05	4.00	3.000	12.00
	HOURS	93.25	AMOUNT	784.91

TOTAL AMOUNT OF THIS INVOICE 784.91

E & O.E
PITTSTON FORM NO. 4

16a

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Tuesday Oct 21 1971

SLIP NO.: 5

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible] Middle East Lines

PORT OR LOCATION: Rotterdam

PIER: 11

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	M. FROM	M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
#2	16	5	5:30			5			[illegible]
Tele	1	5	5:30			1/2			[illegible]
Gang	1	5	5:30			1/2			
Drill	2	5	5:30			1			
Shifter	1	5	5:30			1/2			
#4	16	5	5:30			5			
Tele	1	5	5:30			1/2			
Gang	1	5	5:30			1/2			
Drill	2	5	5:30			1			
Shifter	1	5	5:30			1/2			
									[illegible]
									[illegible]

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Fri. Sept 10 1971

SLIP NO.: 15

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: Toronto

VOYAGE NO.: 3046

FOR THE ACCOUNT OF: Baltimore Mail Line

PORT OR LOCATION: Balt Md

PIER: 119

HATCH NO. OR DESCRIPTION	NO. OF MEN	M. FROM	M. TO	M. FROM	M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
1-2	2			11	11	5			Dish [illegible]
Fwd	1			12	12	4			Shifts and to Dock
Aft	1			12	12	4			unfold and load
Fwd	2			12	12	1			
Aft	1			12	12	1/2			

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Sunday Sept. 12 1971

SLIP NO.: 2

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: Tokyo

VOYAGE NO.: 7/8

FOR THE ACCOUNT OF: Sea Coast Lines

PORT OR LOCATION: Brooklyn

PIER: 7W

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	M. FROM	M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
Sec.	12	9:00	11:00			3			Shift Lashing Bales
Tac	1	9:00	11:00			1/2			Tow Square TD to Conveyor
Gang	1	9:00	11:00			1/2			Miles Cost to H/H
Tackle	2	9:00	11:00			1			
Stevedore	1	9:00	11:00			1/2			

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Friday Sept. 19 1971

SLIP NO.: 37

VOYAGE NO.: 3046

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: Tacoma

FOR THE ACCOUNT OF: Pacific Mid East Lines

PORT OR LOCATION: Beaumont

PIER: 1-A

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
#2	16	11½	12	1	1½	5			
Foc	1	11½	12	1	1½	½			Cont. unload with
Gang	1	11½	12	1	1½	½			NO TIME & Land Boxes
Dock	2	11½	12	1	1½	1			By-2D. Carrier.
Scale	1	11½	12	1	1½	½			
#3	16	11½	12	1	1½	5			
Foc	1	11½	12	1	1½	½			
Gang	1	11½	12	1	1½	½			
Dock	2	11½	12	1	1½	1			
Scale	1	11½	12	1	1½	½			
#5	16	11½	12	1	1½	5			
Foc	1	11½	12	1	1½	½			
Gang	1	11½	12	1	1½	½			
Dock	2	11½	12	1	1½	1			
Scale	1	11½	12	1	1½	½			
					TOTALS	21½			

STEVEDORE TIMEKEEPER (SIGNATURE): Lent Parker

APPROVED BY STEVEDORE SUPT. (SIGNATURE): Olm Dyer

ISE

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

Lar Randell

SIGNATURE

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Tuesday, [illegible]

SLIP NO.: 31

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	P.M. FROM	P.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	[illegible]	[illegible]	[illegible]	1	[illegible]	[illegible]			[illegible]
[illegible]	1	[illegible]	[illegible]	1	[illegible]	[illegible]			[illegible]
[illegible]	1	[illegible]	[illegible]	1	[illegible]	[illegible]			[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	1	[illegible]	1			
[illegible]	1	[illegible]	[illegible]	1	[illegible]	[illegible]			
TOTALS						[illegible]			

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

SIGNATURE

16F

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: [illegible]
SLIP NO.: 44

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]
VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: Brooklyn
PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	M. FROM	M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	11	[illegible]	[illegible]			14			Dock Counting Lines
[illegible]	1	[illegible]	[illegible]			1/4			"[illegible]"
[illegible]	1	[illegible]	[illegible]			1/4			
[illegible]	[illegible]	[illegible]	[illegible]			1/2			
[illegible]	1	[illegible]	[illegible]			1/4			
						5 1/4			
					TOTALS				

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): John Vaza

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

SIGNATURE

166

JOINT EXHIBIT 52

INVOICE BILLING
I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 - 6	7-8	9 - 14	15 - 19	20	21 - 28
1	10265	05	U-	09-79	1	~~9-22-71~~

F 03056 9-7-22-71 500.01.03

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3046	TORONTO	Bklyn N.Y	9N	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE	
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80	
2						1	
		01	1		89	25	
		08			4	00	4.00

10

PREPARED BY
TEXT & CALCULATIONS CHECKED BY
TYPED BY
FINAL CHECK BY

JOINT EXHIBIT 52

COPY 1

ACCOUNTS RECEIVABLE

BARBER STEAMSHIP LINES INC
17 BATTERY PLACE
NEW YORK N Y 10004 C
BARBER MIDDLE EAST

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE • NEW YORK, N.Y. 10004
PHONE: 212-269-5200

INVOICE NO	INVOICE DATE	PAGE	ACCTS REC NO
09-79	3058 10/14/71		80265

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

TORONTO ,VOY. 3046 9A BKLYN N

FOR:

PERIOD OF ACTIVITY: 9/05-18/71

TO: OVERTIME DIFFERENTIAL

VESSEL-STAFF	05 OT	85.00	3.130	266.05
	HOURS	85.00	AMOUNT	266.05

TOTAL AMOUNT OF THE INVOICE 266.05

E & O.E
PITTSTON FORM NO. 4

170

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Sun. 5-5-[illegible]

SLIP NO.: 4[illegible]

☐ EXTRA LABOR ☐ DETENTION ☑ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: 30-[illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: 1[illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	[illegible]	5	1[illegible]	1	5		16		[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
									[illegible]
TOTALS							16		

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

SIGNATURE

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP [illegible]

DAY AND DATE [illegible]

SLIP NO. [illegible]

☐ EXTRA LABOR ☐ DETENTION ☒ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME [illegible]

VOYAGE NO. [illegible]

FOR THE ACCOUNT OF [illegible]

PORT OR LOCATION [illegible]

PIER [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	1			5	6		1		[illegible]
									[illegible]
[illegible]	2			5	6		2		S. [illegible]
									[illegible]
[illegible]	4	[illegible]	12	1	6		36		S. [illegible]
[illegible]	4	[illegible]	12				16		S. [illegible]

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: TUES. SEPT. 14 THRU SAT. SEPT. 18, 1971

SLIP NO.: 34-a

☐ EXTRA LABOR ☐ DETENTION ☒ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: TORONTO

VOYAGE NO.: 3046

FOR THE ACCOUNT OF: CARGO-MIDDLE EAST LINES

PORT OR LOCATION: Brooklyn

PIER: 7A

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
									SEPT 14
-Deck	3			5	6		3		-OVERTIME DIFFERENTIAL-
									"EXTRA DECK HAND"
Ex. Deck	3			5	6		3		SEPT 16
									DISCH
Ex. Deck	2	8	12				8		SEPT 18 Carlo
TOTALS							14		

STEVEDORE TIMEKEEPER (SIGNATURE): Robert Shuster

APPROVED BY STEVEDORE SUPT. (SIGNATURE): Tom Ozza

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

SIGNATURE: F. R. Randisi

177

JOINT EXHIBIT 52

INVOICE BILLING

I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 - 6	7-8	9 - 14	15 - 19	20	21 - 28
1	80265	05	4	C4-74	3	9-5-18-71

500.01.03

C 03058

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
30	TORONTO	Bklyn. N.Y.	9A	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						1
		01	2		85	00

10

JOINT EXHIBIT 52

COPY 1

ACCOUNTS RECEIVABLE

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE • NEW YORK, N.Y. 10004
PHONE: 212-269-5200

BARBER STEAMSHIP LINES INC
17 BATTERY PLACE
NEW YORK N Y 10004 C
BARBER MIDDLE EAST

INVOICE NO.	INVOICE DATE	PAGE	ACCT'S REC. NO.
09-79	3059 10/14/71		80265

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: TORONTO ,VOY. 3046 9A BKLYN N

PERIOD OF ACTIVITY: 9/09-18/71

TO: OVERTIME DIFFERENTIAL

VESSEL-STAFF	05 OT	21.00	3.130	65.73
	HOURS	21.00	AMOUNT	65.73

E & O.E
PITTSTON FORM NO. 4

TOTAL AMOUNT OF THE INVOICE 65.73

189

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP	DAY AND DATE	SLIP NO.

☐ EXTRA LABOR ☐ DETENTION ☒ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME	VOYAGE NO.

FOR THE ACCOUNT OF	PORT OR LOCATION	PIER

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Tue Sat Sat 1971

SLIP NO.: 34-C

☐ EXTRA LABOR ☐ DETENTION ☒ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: 10

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	1			5	6		1		[illegible]
									[illegible]
[illegible]	1			5	6		1		[illegible]
									[illegible]
[illegible]	1	7	12				4		[illegible]

JOINT EXHIBIT 52

INVOICE BILLING
I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 - 6	7-8	9 - 14	15 - 19	20	21 - 28
1	8065	05	4-	04-74	3	9-9-18-71

500.01.03

03059

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3046	TORONTO	Bklyn. N.Y.	9A	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						1
	-	01	2		21	00

10

JOINT EXHIBIT 52

COPY 1

ACCOUNTS RECEIVABLE

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE • NEW YORK, N.Y. 10004
PHONE: 212-269-5200

BARBER STEAMSHIP LINES INC
17 BATTERY PLACE
NEW YORK N Y 10004 C
BARBER MIDDLE EAST

INVOICE NO		INVOICE DATE	PAGE	ACCT'S REC NO
09-79	3060	10/14/71		80265

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

TORONTO ,VOY. 3046 9A BKLYN N

FOR:

9/05-22/71

PERIOD OF ACTIVITY:

OVERTIME DIFFERENTIAL

TO:

VESSEL-STAFF	05	OT	18.00	3.130	56.34
VESSEL-STAFF	05	PMH	1.00	6.270	6.27

HOURS 19.00 AMOUNT 62.61

TOTAL AMOUNT OF THE INVOICE 62.61

O.E
STON FORM NO. 4

194

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Sunday Sept 5 1971

SLIP NO.: 4. 6

☐ EXTRA LABOR ☐ DETENTION ☒ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: Cleveland

PIER: 11.

HATCH NO. OR DESCRIPTION	NO. OF MEN	P.M. FROM	P.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	1	8	1	1	5		8		[illegible]
									[illegible]
									[illegible]
									[illegible]

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: [illegible]

SLIP NO.: [illegible]

☐ EXTRA LABOR ☐ DETENTION ☒ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	A.M. FROM	A.M. TO	M. FROM	M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	1			[illegible]	[illegible]		1		[illegible]
									[illegible]
[illegible]	[illegible]	[illegible]	[illegible]				[illegible]		[illegible]
									[illegible]

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: [illegible]

SLIP NO.: [illegible]

☐ EXTRA LABOR ☐ DETENTION ☒ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	M. FROM	M. TO	M. FROM	M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	1			5	7		1	1	[illegible]
									[illegible]
									[illegible]

JOINT EXHIBIT 52

INVOICE BILLING
I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 - 6	7-8	9 - 14	15 - 19	20	21 - 28
1	0265	05	21-	04-79	3	4-5-25-71

C 03060 500.01.03

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3046	TORONTO	Bklyn NY	97	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						
		01	2		18	00
		01	3		1	00

10

06

FINAL

JOINT EXHIBIT 52

COPY 1

ACCOUNTS RECEIVABLE

BARBER STEAMSHIP LINES INC
17 BATTERY PLACE
NEW YORK N Y 10004 C
BARBER MIDDLE EAST

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE • NEW YORK, N.Y. 10004
PHONE: 212-269-5200

INVOICE NO.	INVOICE DATE	PAGE	ACCTS REC. NO
09-79	3061 10/14/71		80265

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: TORONTO ,VOY. 3046 9A BKLYN N

PERIOD OF ACTIVITY: 9/04-22/71

TO: HANDLING LINES

VESSEL-STAFF	05 OT	34.00	11.790	400.86
	HOURS	34.00	AMOUNT	400.86

E.O.E
PITON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE ▶ 400.86

VOR

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Saturday - Sept 4 1971

SLIP NO.: 1

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible]

PORT OR LOCATION: [illegible]

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	M. FROM	M. TO	M. FROM	M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	[illegible]			1	5		24		[illegible]
									[illegible]
									<[illegible]>

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: Sunday Sept 11 [illegible]

SLIP NO.: 42

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible] Lines

PORT OR LOCATION: Brooklyn

PIER: [illegible]

HATCH NO. OR DESCRIPTION	NO. OF MEN	M. FROM	M. TO	M. FROM	M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
[illegible]	1		[illegible]	1			4		[illegible]
									[illegible]
									[illegible]
									[illegible]
TOTALS							4		

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

SIGNATURE

BEST COPY AVAILABLE

JOINT EXHIBIT 52

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
BOWLING GREEN 9-5200

COMMERCIAL LABOR SLIP

DAY AND DATE: [illegible]

SLIP NO.: [illegible]

☒ EXTRA LABOR ☐ DETENTION ☐ O.T. DIFF. ☐ PMH O.T. DIFF.

VESSEL NAME: [illegible]

VOYAGE NO.: [illegible]

FOR THE ACCOUNT OF: [illegible] MIDDLE [illegible] LINES

PORT OR LOCATION: [illegible]

PIER: [illegible]

HATCH NO. OR DESCRIPTIO.	NO. OF MEN	A.M. FROM	A.M. TO	P.M. FROM	P.M. TO	TOTAL MAN HOURS S.T.	O.T.	P.M.H.	COMMODITIES HANDLED OR ACTIVITY (GIVE FULL DETAILS)
MED	6	1	5				6		[illegible] LINES
									-[illegible]-
									<[illegible]>
									<SHIFTED [illegible]>
					TOTALS		6		

STEVEDORE TIMEKEEPER (SIGNATURE): [illegible]

APPROVED BY STEVEDORE SUPT. (SIGNATURE): [illegible]

APPROVED BY AUTHORIZED AGENT OR REPRESENTATIVE

SIGNATURE

JOINT EXHIBIT 52

INVOICE BILLING
I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 -6	7-8	9 - 14	15 - 19	20	21 - 28
1	80265	05	4-	09-79	H	9-4-R-71 500.01.03

C 03061

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3046	TORONTO	Phillipsburg	9H	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						
		01	2		34	00

10

JOINT EXHIBIT 52

ACCOUNTS RECEIVABLE 500.07.05

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
PHONE: 212-269-5200
CUST.# 80265-C

BARBER MIDDLE EAST LINE
C/O BARBER STEAMSHIP LINES, INC.
17 BATTERY PLACE
NEW YORK, N.Y.

09-79-D

DATE OCTOBER 4, 1971

INVOICE NO. U-1901-C

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: M/S TORONTO VOY 3046 (DISCH) AT PIER 9A, BKLYN., N.Y.

PERIOD OF ACTIVITY: SEPT 5-11, 1971

TO: STEVEDORING

ON ACCOUNT----------46,000.00

E. & O. E.

PITTSTON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE $ 46,000 00

JOINT EXHIBIT 52

ACCOUNTS RECEIVABLE

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
PHONE: 212-269-5200
CUST.# 00205-C

BARBER MIDDLE EAST LINE
C/O BARBER STEAMSHIP LINES
17 BATTERY PLACE
NEW YORK,N.Y.

09-79-D

DATE OCTOBER 4,1971

INVOICE NO. U-1902-C

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: M/S TORONTO VOY 3046 (DISCH) AT PIER 9A, BKLYN.,N.Y.

PERIOD OF ACTIVITY: SEPT 6-11,1971

TO: TERMINAL SERVICES

ON ACCOUNT----------18,600.00

E. & O. E.

PITTSTON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE $ 18,600 00

JOINT EXHIBIT 52

ACCOUNTS RECEIVABLE

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
PHONE: 212-269-5200
CUST.# 80265

BARBER STEAMSHIP LINES INC.
17 BATTERY PLACE
NEW YORK,N.Y. 10004 C .09-79
BARBER MIDDLE EAST

DATE OCTOBER 14,1971

INVOICE NO. U-3057

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: TORONTO VOY. 3046 9A BKLYN., N.Y.

PERIOD OF ACTIVITY: 9/05-00/71

TO: OVERTIME DIFFERENTIAL

VESSEL-STAFF	05	OT	3358.00	3.130	10,510.54
VESSEL-STAFF	05	PMH	24.00	6.270	150.48

HOURS 3,382.00 AMOUNT 10,661.02

S 358.39 + 9.41
D 358.39 + 9.41

E. & O. E.

TON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE $ 10,661 02

JOINT EXHIBIT 52

INVOICE BILLING
I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 -6	7-8	9 - 14	15 - 19	20	21 - 28
1	8165	05	4	09-79	3	9-5- -71

500.01.03

C

03057

VOYAGE NO.	VESSEL NAME	PORT	PIER	CO. CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3046	TORONTO	Bklyn. N.Y.	9A	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						1
		01	2		3358	00
		01	3		24	00

10

PREPARED BY
CHECKED BY
FINAL CHECK BY

JOINT EXHIBIT 52

ACCOUNTS RECEIVABLE

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
PHONE: 212-269-5200
CUST.# 80265

BARBER ESTEAMSHIP LINES INC.
17 BATTERY PLACE
NEW YORK,N.Y. 10004 C
BARBER MIDDLE EAST

09-79

DATE OCTOBER 14,1971

INVOICE NO. U-3062

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: TORONTO VOY. 3046 9A BKLYN.,N.Y.

PERIOD OF ACTIVITY: 9/07/18/71

TO: DETENTION

VESSEL-STAFF	05	ST 1460.75	7.920	11,569.14
		HOURS 1,460.75	AMOUNT	11,569.14

S. 409.86
D. 409.86

E. & O. E.
PITTSTON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE $ 11,569 14

JOINT EXHIBIT 52

INVOICE BILLING
I B M CODE SHEET

CARD CODE	CUSTOMER NO.	SUF FIX	INVOICE NO.	VESSEL CODE	TYPE	VESSEL DATE
1	2 - 6	7-8	9 - 14	15 - 19	20	21 - 28
1	80265	05	4-	04-79	2	9-7-18-71

500.01.03

C 03062

VOYAGE NO.	VESSEL NAME	PORT	PIER	~~CO.~~ CODE
30 - 34	35 - 49	50 - 64	65 - 69	80
3046	TORONTO	Bklyn NY	9A	1

CARD CODE		CLASS OF LABOR	RATE CODE		HOURS	CO. CODE
1	DUPLICATE 2 THRU 20	21-22	23		24 - 29	80
2						
		01	1		1460	75

10

FINAL CHECK BY

JOINT EXHIBIT 52

ACCOUN RECEIVABLE 500.07.03

17 BATTERY PLACE, NEW YORK, N. Y. 10004
PHONE: 212-269-5200

CUST. # 80265-C

BARBER MIDDLE EAST LINE
C/O BARBER STEAMSHIP LINES, INC.
17 BATTERY PLACE
NEW YORK, N.Y.

09-79-D

DATE OCTOBER 6, 1971

INVOICE NO. U-1901-C-I

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: M/S TORONTO VOY. 3046 (DISCH) AT PIER 9A, BKLYN.,N.Y. AND PIER 21/19 S.I.,N.Y.

PERIOD OF ACTIVITY:
SEPTEMBER 5-22, 1971

TO:

STEVEDORING

5362.343 PAY. TONS @ 12.87 PER TON $69,013.35

C-09A - 4,995.413 64,290.97

~~A19 366.930~~ ~~4,722.38~~

	9A	21	TOTAL
GROSS G/HRS.	414	25 1/2	439 1/2
RECOVERIES	71 1/3	1/3	71 2/3
NET G/HOURS	342 2/3	25 2/12	367 10/12

PRODUCTION: 14.58 370 1/3?

E. & O. E. 12.4h? 2738.12 hours?

PITTSTON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE $ ~~69,013.35~~

Add'l. 23,013.35

JOINT EXHIBIT 52

ACCOUNTS RECEIVABLE 500.07.03

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
PHONE: 212-269-5200

CUST. ~~80265~~-C 80265

BARBER MIDDLE EAST LINE
C/O BARBER STEAMSHIP LINES, INC. 09-79-D
17 BATTERY PLACE
NEW YORK, N.Y.

DATE OCTOBER 6, 1971

INVOICE NO. U-1902-C

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: M/S TORONTO VOY. 3046 (DICH) AT PIER 9A, BKLYN.,N.Y. ADN PIERS 21, NEW YORK S.I

PERIOD OF ACTIVITY: SEPTEMBER [illegible], 1971

TO: TERMINAL SERVICES

5362.343 PAY. TONS @ 5.20 PER TON	$27,884.13
9A - 4995.413 @ 5.20	25,976.15
19 - 366.930 @ 4.32	1,585.14

E. & O. E.

PITTSTON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE $ 27,884.1[illegible]

Add H. [illegible]

JOINT EXHIBIT 52

ACCOUNTS RECEIVABLE 500.07.05

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
PHONE: 212-269-5200
CUST. # 80265-C

BARBER MIDDLE EAST LINE
C/O BARBER STEAMSHIP LINES, INC.
17 BATTERY PLACE
NEW YORK, N.Y.

09-79-D

DATE OCTOBER 6, 1971

INVOICE NO. U-1901-C-1

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: M/S TORONTO VOY. 3046 (DISCH) AT PIER 9A, BKLYN.,N.Y. AND PIER 21, S.I.,N.Y.

PERIOD OF ACTIVITY: SEPTEMBER 5-22, 1971

TO:

STEVEDORING

5362.343 PAY. TONS @ 12.87 PER TON $69,013.35

	9A	~~21~~ 19	TOTAL
GROSS G/HRS.	414	25 1/2	439 1/2
RECOVERIES	71 1/3	1/3	71 2/3
NET G/HOURS	342 2/3	25 2/12	367 10/12

PRODUCTION: 14.58

E. & O. E.

TOTAL AMOUNT OF THIS INVOICE $ 69,013 35

ION FORM NO. 4

JOINT EXHIBIT 52

ACCOUNTS RECEIVABLE 500.07.03

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
PHONE: 212-269-5200
CUST. #88265-C

BARBER MIDDLE EAST LINE
C/O BARBER STEAMSHIP LINES, INC.
17 BATTERY PLACE
NEW YORK, N.Y.

09-79-D

DATE OCTOBER 6, 1971

INVOICE NO. U-1902-C

SUBJECT TO ANY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: M/S TORONTO VOY. 3046 (DICH) AT PIER 9A, BKLYN.,N.Y. ADN PIERS 21, S.I., NEW YORK

PERIOD OF ACTIVITY: SEPTEMBER 5-22, 1971

TO: TERMINAL SERVICES

5362.343 PAY. TONS @ 5.20 PER TON $27,884.18

E. & O. E.

TOTAL AMOUNT OF THIS INVOICE $ 27,884 18

PITTSTON FORM NO. 4

JOINT EXHIBIT 52

ACCOUNTS RECEIVABLE 500.01.03

PITTSTON STEVEDORING CORP.
17 BATTERY PLACE, NEW YORK, N. Y. 10004
PHONE: 212-269-5200

CUST. # 80265-C

BARBER MIDDLE EAST LINE
C/O BARBER STEAMSHIP LINES, INC.
17 BATTERY PLACE
NEW YORK, N.Y.

09-79-D

DATE SEPTEMBER 20, 1971

INVOICE NO. U-2113

SUBJECT TO .NY WAGE ADJUSTMENT GRANTED LABOR OR OTHER ASSESSMENTS ON LABOR COST NOT INCLUDED IN THIS INVOICE.

FOR: M/S TORONTO VOY. 3046 (DISCH) AT PIER 9A, BKLYN.,N.Y.

PERIOD OF ACTIVITY: SEPTEMBER 11, 1971

TO: LABOR SLIPS

ON ACCOUNT----------$15,000.00

E. & O. E.

PITTSTON FORM NO. 4

TOTAL AMOUNT OF THIS INVOICE $ 15,000 00

JOINT EXHIBIT 53.

Barber-Cottrell 10 PP Defendant's Exhibit No M for identification 10/17/74

STEVEDORING CONTRACT

THIS AGREEMENT made and entered into as of the 1st day of December 1969 by and between PITTSTON STEVEDORING CORP., a New York Corporation having its principal office at 17 Battery Place, New York, New York (hereinafter called "CONTRACTOR") and

BARBER LINES A/S (a Norwegian Corporation hereinafter called the "LINE")

WITNESSETH:

WHEREAS, the CONTRACTOR is engaged in the business of stevedoring and terminal operations and in the performance of related services in and about the Port of New York and

WHEREAS, the LINE is a common carrier by water in trades to and from U.S.A. formerly operated under the following trade names:

BARBER LINE
BARBER-WILHELMSEN LINE
BARBER WEST AFRICAN LINE
BARBER FERN LINE
BARBER MIDDLE EAST LINE

which corporation, together with such additional corporations, if any, as may charter vessels operating from time to time in any or more of the aforementioned services for which BARBER LINES A/S shall be the operator,

JOINT EXHIBIT 53

WHEREAS, the LINE desire to engage the CONTRACTOR to render stevedoring services of loading and Terminal Operations services at Port Authority Pier 9A, Brooklyn, New York and discharging and terminal operations at Piers 19, 20 and 21 in Staten Island of vessels of the LINE operating in said services, and the CONTRACTOR agree to render such services all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual obligations hereinafter set forth, it is hereby agreed as follows:

FOR THE ACCOUNT OF THE CONTRACTOR:

1. The CONTRACTOR undertakes to faithfully furnish such terminal service in accordance with the provisions as set forth below.

2. The CONTRACTOR will include in the attached sliding scale basis the following operations as stated for the individual service:

3. Provide sufficient longshorelabour, winchmen, sorters, clerks, checkers, foremen, supervision and also make available at all times sufficient and adequate gear and mechanical equipment to properly and efficiently conduct the service of loading/discharging of cargo to and from vessels. Also perform all terminal activity such as assisting receiving and delivery of cargo.

4. Standard gang to apply for each service as per attached rate schedule. If additional men and/or machines are requested by the LINE's representative, they shall be charged for at extra labour rates plus agreed rate per hour for machines.

BEST COPY AVAILABLE

JOINT EXHIBIT 53

5. Pier Watchmen, including gatemen and watching of cargo stowed on the present farm area and guarding of cargo as requested by the fire department shall be furnished on a 24 hour basis to adequately protect the cargo. Thus there shall be no charges rendered for overtime or holidays.

6. Discharge and sort cargo as required by the LINE's superintendent, including to chop mark to comply with the established practices of the LINE. Sorting of cargo to chop mark to be in accordance with the bill of lading.

7. Shifting of gangs between hatches as required which also includes the shifting of gang between inshore and offshore. Shifting of lighters to and from alongside the vessels by ship's gear.

8. Furnish and pay for the services of Habour Master.

9. Tiering and breaking down cargo from any height.

10. To perform all trucking to and from ship within the pier area, sheds and upland area.

11. Rigging and adjust booms and guys at hatches where work of discharging or loading is conducted, including rigging from inshore to offshore and vice versa when required. Open hatches on weatherdecks and in tweendecks in order to work cargo and replace same when finished for the day or completed.

12. Cleaning and sweeping of piers/sheds excluding farm area and removal of all rubbish occasioned by cargo operations also the removal of damaged cargoes resulting from abnormal tides.

JOINT EXHIBIT 53

13. Coopers and materials for the normal repairing of the inward and outward cargo. Coopering, if required, because of excessive damage due to circumstances beyond the control of the CONTRACTOR to be charged for as extra labour, plus materials for the LINE's account, provided prior authority is obtained from vessel's Master, Officer, or the LINE's Representatives (Agents or Port Captains).

14. Clearing of slip to permit berthing and unberthing of vessels. When tugs are required for this operation they are to be for account of the LINE.

15. The CONTRACTOR is to supply all cargo handling gear and equipment such as hooks, pendents, savealls, nets, trays, pallets, bridle chains, auto lifting hooks and slings up to ship's lifting capacity, also hand trucks, mechanical trucks and tractors, high loaders and dock tractors, dock cranes all with operators.

16. The CONTRACTOR shall at a special formula agreed upon compensate the LINE for use of own equipment, such as pallets, slings and nets etc. including pallets utilized by shippers/consignees.

17. Load and lay dunnage boards/plywood (except freighted dunnage), cordwood, paper and burlap as required during loading of vessel for proper stowage of cargo, including loading and laying of double dunnage flooring for unboxed vehicles.

18. All handling of ship's lines and gangways, fenders and floats, and labour to handle such lines for mooring and unmooring, except when men are specifically ordered out for this service.

JOINT EXHIBIT 53

19. Waterfront assessments as presently applied and such assessments as are made by the New York Shipping Association, Inc., for the operation of said Association. Any change in the method of assessment will be proportionally reflected in the sliding scale rates.

20. The rates provided for herein include the cost of and the CONTRACTOR agrees to maintain in full force and effect Workmen's Compensation and Employer's Liability Insurance and Longshoremen's and Habour Workers Compensation Insurance, or such of these as may be proper under applicable State or Federal Statutes and Public Liability Insurance covering the CONTRACTOR's liability for bodily injury, including death, sustained by third parties arising out of the operations performed hereunder, such Public Liability Insurance to be in the amount of $1.000,000 for the death or injury of one person and $5.000,000 for the death or injury of more than one person in a single occurrence.

21. Such policies of insurance, by appropriate endorsement or otherwise, shall provide that no cancellation thereof shall be effected unless 30 days prior written notice thereof has been given to the LINE and that a copy of any endorsement written subsequent to the issuance of the policy and affecting the coverage thereof shall be transmitted by mail to the LINE at the time when such endorsements are issued.

22. A duplicate original or certified copy of each of such policies of insurance shall be forwarded to the LINE.

23. The CONTRACTOR shall also strictly comply, at all times at its sole expense, with all other laws, taxes (including Social Security and Unemployment Insurance Taxes), rules, regulations and ordinances, whether State, Federal or Municipal applicable to Stevedoring and Terminal Operations of the CONTRACTOR hereunder and the CONTRACTOR

JOINT EXHIBIT 53

expressly agrees to indemnify the LINE as well as their vessels, owned or chartered, or for which they act as agents, and save them harmless from all liability for any failure or default on the part of the CONTRACTOR to do so.

24. The CONTRACTOR will supply fresh water, including attendant during straight time hours only, at Staten Island piers at the cost per ton as per attached rate schedule.

25. The CONTRACTOR shall assess, collect and retain established tariff charges in connection with loading and/or unloading trucks, railroad cars, lighters and scows.

26. The CONTRACTOR agrees during the continuance of this contract and after its expiration, not to make use or to disclose to third persons any shipping, commercial, statistical or other data concerning the freight handled by the CONTRACTOR for the LINE or concerning any matter pertaining to the activities of the LINE without first securing written consent of the LINE except where such data is required by authority or law.

27. The CONTRACTOR further agrees to cooperate with the LINE in an effort to minimize accidents, and they will advise ship's officers or representatives as soon as is practicable of the occurrence of any accident.

28. The sliding scale tonnage to be based on manifest or freight tons on the same bases as before. Unboxed cars to be treated as in attached addendum.

29. All detention resulting from CONTRACTOR's negligence to equipment owned or operated by him such time to be deducted in the overall gang hour.

JOINT EXHIBIT 53

FOR ACCOUNT OF THE LINE:

30. The basis of the sliding scale does not include the following items, which services are for the LINE's account and will be billed as per the attached man hour rates.

31. Cleaning the ship's holds.

32. The discharging or loading of excess dunnage and debris.

33. The loading or discharging of ship's stores, material or equipment, mail, baggage, specie, bullion, livestock, animals, live poultry and birds.

34. Carpentry or shoring and lashing of any nature.

35. The bolting and unbolting of tank lids.

36. Battening down hatches upon completion of vessel.

37. The rigging and unrigging of heavy lift booms.

38. The supplying of extra labour for any other services, if and when authorized by the LINE or their representative. Extra labour consists of labour cost incurred plus insurances, payroll taxes, NYSA/ILA fringe benefits, Waterfront Commission Assessment, as per attached composite rate schedule.

39. Rigging and unrigging of rain tents.

40. Hatch or rain tents when required will be supplied by the CONTRACTOR at a charge as per attached schedule.

JOINT EXHIBIT 53

41. Heavy lift crane or floating equipment when required shall be for the LINE's account.

42. Shifting of cargo in the vessel or the rehandling of any cargo in the vessel or on the terminal made necessary through no fault of the CONTRACTOR when required and authorized by a representative of the LINE shall be billed for as extra labour to the LINE's account on the basis provided in Clause 38.

43. All detention occurred to labourers due to breakdown of ship's gear and/or its equipment to be for account of the LINE. Also when men are unable to work through no fault of the CONTRACTOR or receive a guaranteed or minimum wage, such cost to be for the LINE's account as per attached man hour rates.

44. The ship is to supply booms, adequate winches in good order and with sufficient steam or power for their efficient operations, blocks topping lift, guys, wire or rope falls of sufficient length and strength and lights for night work. The ship also to furnish dunnage, paper and all material for shoring and lashing cargo as well as grain bags and separation cloth. Also any other compliance that may be required by the Department of Labour regulations.

45. When overtime work is required, the additional wages incurred for all personnel involved in terminal and/or stevedoring work will be billed for the LINE's account as per the attached man hour rates.

46. When cargoes are listed under the NYSA/ILA agreement as requiring penalty wages, the penalty differential shall be invoiced for the LINE's account.

JOINT EXHIBIT 53

47. When mobile equipment such as lift trucks, pushers or dock cranes are used in an extra labour operation, the charges to the LINE shall be as per attached rate schedule per hour exclusive of operators.

48. When a gang is working cargo to or from the vessel on an extra labour basis, a charge agreed upon per payable ton will be applicable to cover the cost of assisting receiving and/or delivery, clerking and checking, etc.

49. Cargo received to the terminal and then re-delivered without being loaded onto a vessel shall be billed at the normal terminal charge per payable ton to cover the cost of assisting receiving and delivering, clerking and checking and watching.

50. On containers inward/outward, the following terms will apply:

51. For discharging or loading (stevedoring) of filled containers, the charges to be based on the sliding scale in effect and tonnage to be computed on payable tons.

52. Extra labour assessed for the emptying or filling to consist of a minimum number of men as per union agreement.

53. Terminal charges to apply for containerized cargo which is moving inward/outward in intact containers as per attached rate schedule.

JOINT EXHIBIT 53

54. **Increase or decrease in wages.** All rates specified herein are based on and subject to (A) the employment of present longshore labour at the wage scale and working conditions existing in the port under the NYSA/ILA and Port Watchmen's Contract: (B) Insurance rates affected by payroll and in effect on the aforementioned date and (C) tax rates in effect on the aforementioned date computed on payrolls.. Any increase or decrease in the above listings (A) (B) (C) shall, as a consequence be proportionately adjusted.

55. The CONTRACTOR shall be responsible for damage to the ship and its equipment and for loss or damage to cargo onboard, overside or on the pier, through his own negligence or negligence on the part of his employees in receiving handling, storing, watching and delivering the cargo for which the CONTRACTOR is legally liable. When such damage occurs to the ship or its equipment, or where loss or damage occurs to the cargo onboard by reason of such negligence, the ship's officers or other authorized representatives will call this to the attention of the CONTRACTOR soonest possible after time of accident.

The CONTRACTOR agrees to provide the LINE with evidence of its carrying damage insurance in an amount of $5,000,000.00 (dollars five million) as protection against loss or damage to property including cargo arising out of the CONTRACTOR's negligence under this agreement.

56. When handling cargo damaged by fire, water, oil, etc. and where such damage causes distress or obnoxious conditions or in all cases where the men are called upon to handle cargoes under distress conditions. the CONTRACTOR's charges to be in accordance with the attached schedule of composite rates, unless the circumstances in

BEST COPY AVAILABLE

specific cases are such that the amount of the penalty pay should be decided by mutual agreement between the Union and the CONTRACTOR. In the latter case the CONTRACTOR shall confer with the LINE's representative before reaching final agreement with the Union on the extent of penalty pay.

57. The CONTRACTOR shall not be required to furnish any of the aforementioned services in the event of strikes, lockouts, union disputes or other labour difficulties. Provided, however, that if the CONTRACTOR should be able to work, it shall do so on a basis of the schedule of composite rates attached hereto, unless notified by the LINE that no work is to be performed.

58. This agreement may be revised, modified or amended only by mutual agreement in writing.

59. This agreement shall become effective December 1, 1969, and shall remain in effect as follows, unless sooner terminated as herein provided.

Staten Island Piers (Inward vessels)

Barber Wilhelmsen Line	- expire May 31, 1972
Barber Fern Line	- expire May 31, 1972
Barber West African Line	- expire May 31, 1972
Barber Middle East Line	- expire May 31, 1972

Pier 9A (Outward vessels)

Barber Line	- expire December 31, 1971
Barber West African Line	- expire December 31, 1971
Barber Middle East Line	- expire December 31, 1971

JOINT EXHIBIT 53

The CONTRACTOR or the LINE shall have the right to terminate this agreement provided that written notice of such termination shall be mailed or delivered to the CONTRACTOR or to the LINE, as the case may be, at least 90 days prior to the date when such termination is to become effective.

60. Ammunition and explosives are not included in this agreement.

61. Acts of God, War, Government, Fire, Explosion, Civil Commotion, Strikes or Labour Difficulties that cause the CONTRACTOR to be unable to perform, exclude him of all liability.

62. Ad Valorem Cargo: In the event the LINE or its accredited representatives should accept cargo or baggage on an Ad Valorem basis, it is expressly agreed that the LINE will notify the CONTRACTOR in writing in sufficient time for the CONTRACTOR to provide for special handling or the CONTRACTOR shall not be responsible for the additional liability created beyond the limitation provided in the bill of lading.

63. The parties to this contract mutually agree to keep each other advised of any accident which shall be reported to the other party immediately.

64. The CONTRACTOR undertakes to notify the Master immediately upon the happening of an accident causing injury or death to his employees or third party, said notification to be confirmed in writing by an accident report

JOINT EXHIBIT 53

promptly filled in and executed which report shall be mailed promptly to vessel's agent with copy to the Master.

65. It is agreed that any time spent by the gangs for breaking apart stuck and fused rubber onboard the vessels to be charged for at detention rates. It is also understood that any men required to break apart stuck and fused rubber on the terminal to be charged for on an extra labor basis.

66. It is agreed that any time spent for extra sorting of cargo on the pier after completion of discharge, each vessel is to be charged for on extra labor rates, provided the discharge of the cargo in an unsorted condition is agreed upon by the LINE's representative.

Oslo, 21st March 1970.

BY: BARBER LINES A/S

G. Gøthesen

Gøthe Gøthesen

BY: PITTSTON STEVEDORING CORP.

Robert F. Chiarello

510a

JOINT EXHIBIT 54.

1003 #

PITTSTON STEVEDORING CORP.

17 BATTERY PLACE, NEW YORK, N. Y. 10004

2 Books

DELIVERY RECEIPTS

S/S TORONTO - VOY - 3046

STARTED - SEPT. 5. 1971 Master

PIER 9 A BROOKLYN

FINISHED DISCHARGING SEPT 23 1971

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. _____

Received *in good order from on board the* Toronto *Voy. No.* 3046

_____ *from* _____ *B/L No.* _____

the following packages for the account of _____

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	DOCKED		SEPT.		4TH 1971
	ST. DISCHARGE		SEPT.		5TH 1971
	FIN.		SEPT-		22- 1971
	FREE TIME EXPIRES		SEPT-		29 - 1971
	Coffee	Bernie Guy.	DEC		5 - 1971
	Coffee.	Al Weiss	Sept		29- 1971
	TONNAGE	5271	TONS.		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. _____

Received *in good order from on board the* TORONTO *Voy. No.* 3046

_____ *from* _____ *B/L No.* _____

the following packages for the account of _____

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
PORTS	B/L	PAGES	—		
KHORR	1/2	1/2			
KUWAIT.	1/2	3/4			
MASSAWA.	1/12	5/16			
PORT-SUDAN	1/43	17/59			
DJIBOUTI	1/11	60/70			
ASSAB	1/13	71/84			
		NY-OPT-BALT.			
ASSAB	1/11	85/95			
DJIBOUTI	1/15	96/110			
		PHILA.			
MASSAWA	1/3	111/113.			

513a

JOINT EXHIBIT 54

Sample Req. J.C. Brand & Sons N.Y. 9/15/71

PITTSTON STEVEDORING CORP.

PAGE NO. 1

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from KHORRAMSHAHR *B/L No.* 1.

D.L. & SONS INC.

the following packages for the account of J. C. BRAND & SONS INC.

Pittston Form #56 86670-MP 3000 MARCUS AVE. LAKE SUCCESS N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	PAR AN DISH				
	EXPORT				
	24/26	50 CTN. ROASTED PISTACHIO NUTS			
	28/30	50 CTN.			
					12.35 Kilos
Mirsky. 80-2001. Ny.		SEP 14 1971 (1) Ninety Two	92		
		8 Sheet C/S			
		5-CASE-15 May 22 17 13			
	5 Ctns	R/C Detect			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 2

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from KHOSK *B/L No.* 2

the following packages for the account of DR. & MRS RAJ MANESH

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	DR & MRS				
	RAJ MANESH				
	2132 WASHINGTON AVE				
	SEAFORD L.I. N.Y.				7/14
		5 PKGS PERS EFFECTS			~~[illegible]~~
Jr Statement Bearer		SEP 23 1971	(5)		[illegible]
		Fine Pkgs	5		

COMPLETE

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 3

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from KUWAIT *B/L No.* 1

the following packages for the account of JALAL YOSIF

Pittston Form #56 86670-MP 19364 CARMAN PET 3 MICH.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	JALAL YOSIF				
	19364 CARMAN				
	PET 3 MICH.				330#
		1 cs PERS. EFFECTS			~~450 Kilos~~
TOC E 15137		DEC 1 One (140)	(1)		J. Cipolla

COMPLETE

516a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 4

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from KUWAIT *B/L No.* 2

Baker Sons & Associates Inc.
17 Battery Pl. N.Y.C.

the following packages for the account of General Motors Overseas Div.
767 - 5th Ave. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	General Motors				
	Overseas Corp				
	767 - 5th Ave. N.Y.C.				
	Attn: Mr. S.J.				187#
	Roman				
		1 Ctn Auto Parts			~~85 Kilos~~
Emadel.		161			
139759			1		
		COMPLETE			

517a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 5

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from MASSAWA *B/L No.* 1

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
HARBOR - 120 Pgs					110.000#
	IREK				
	AU				114099#
		400 BAGS NIGER SEED.			~~20 cartons~~
		SEP 24 1971 (72)			
Harbor x 62493 Nj.		Two Hundred	200		X R Fitzmaurice
HARBOR. E17417 NY		SEP 27 1971 (106) One Hundred Twenty	120		X J. Curinde
			400		
		COMPLETE			
		2-CASE-2			
	1 Bag Slack. 20# in.				J Curinde

518a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R. Neal

PAGE NO. 6

Received *in good order from on board the* TORONTIAN *Voy. No.* 3046

from MASSAWA *B/L No.* 2

the following packages for the account of HANRAHAN EVANS INC.

WAGNER BROS FEED CORP PO BOX 26

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	Farmingdale N.Y. SIGNATURE OF RECEIVER
					110 lbs each.
	AVA				
	A.C.				
					63935#
		580 BAGS NIGER SEED			~~2900 lbs~~
Wagner Feed.		SEP 22 1971 (45)			
19784.		One Seventy Nine	179.		J Caffaro
WATTS.		SEP 29 1971 (150)			
4873 FLA		Four Hundred One	401		M. Chavez
			(580)		
			COMPLETE		
	3 Bags Alock.				

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. R7

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from MASSAWA *B/L No.* 3

W. J. BYRNES & CO. N.Y. No. *the following packages for the account of* HARTE MOUNTAIN PROD. CORP

TO COOPER SQ. N.Y.C.

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					110# ea.
	HINK				
	A.U.				
					55115#
		500 BAGS NIGER SEED			~~2.5000 Kilos~~
		SEP 27 1971 (114)			
Spiegel XAESIC NJ.		Two hundred fifty	250	X	Gay Sweeney
		SEP 28 1971 (128)			
X4413.51 NJ.		Two hundred fifty	250	X	Co. Allen
			500		
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 8

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from MASSAWA *B/L No.* 4

HANRAHAN EVANS INC.

the following packages for the account of IDEAL TRADING CO

Pittston Form #56 86670-MP 196 WEST BROADWAY N.Y.C.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					110 Pack
	DASS				
	A.U				
					55115 kg
		500 BAGS SESAME SEED			~~25000 kilos~~
Gen.		DEC 1 1971 (191)			
78118 kg		Five hundred	500		x Emmett
	Flour of Peach covered with foreign substance				
	35 Bag TDM - 500 kg				
	15 Bags Starch				
			COMPLETE		
		CRSE-7			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. R 9

WA 5.1070

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from MASSAWA *B/L No.* 5.

P.H. Pelm

the following packages for the account of TRANSIT TRADING CO.

Pittston Form #56 86670 - MP

100 HUDSON ST. N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
		X-12 Bagpipe	700#		110#
	DUN				
	A.L.				
					1515 85#
	500	BAG. SESAME	SEED		~~25000 kilos~~
Beck & Co.		SEP 30 1971	179		
1H748.		Twe Twenty Five	225	X	
		DEC 6 1971	214		
1V748.	X	Two forty one	241	46lbs	
		C/Four	46.7	—	4 Bags Rec'd-5
		3H Cyl			
					Claim 8-5
	4 Bags Black T/wgT. 650 lbs.				

522a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

12-10
PAGE NO.

Received *in good order from on board the* ~~TORONTO~~ MASSAWA *Voy. No.* 3046

from BERGER & CHAIS INC *B/L No.* 6

the following packages for the account of HANCARIAN REJONS INC. 9 MAIDEN LANE NYC.

P.O. BOX 26463 SAN FRAN. CALIF.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					110# each.
	B C				
					44097 #
	400	BAGS NIGER SEED			20 ~~00~~ kilos
W. Hine Trkg.		SEP 27 1971	177		
84477 Com.		four hundred	400		J Colby
		COMPLETE			
1 Bag	Black. 28#				
1 Bag	Black. 50#				
1 Bag	Black. 75#				
1 Bag	Black 40#				
5 Bag	R/C INTACT				
		COMPLETE			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 11

Received in good order from on board the TORONTO Voy. No. 3046

from MASSAWA B/L No. 7

the following packages for the account of San Carlos Co. 17 Battery Pl. N.Y.C.

Pittston Form #56 86670-MP Co. & Baumer Cansle & Co. Syracuse N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVE
					3118#
	AWA 1/93	93 Bags	BEESWAX		23018# 1044 Kg
	AWA 1/24/217	94 Pkgs			246# 1504 Kg 2315#
COSSITT. EXP. 88223 NY	SEP 20 1971	One Fifty Two (29)	152		Phillips
— " — XB882RNJ	SEP 24 1971	Thirty Five (97)	35		A. Callon
			187		
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 12

Received *in good order from on board the* ~~TORONTO~~ *Voy. No.* 3046

C. H. Pinkham & Co. *from* MASSAWA *B/L No.* 8

the following packages for the account of SHRUT & ASCH LEATHER &

Pittston Form #56 86670 - MP 83 ESSEX ST. BOSTON MASS

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					363# each.
	SM·3				
	1/40				
					14519#
	40	BALES GOAT SKINS			~~6586 Kilos~~
Boss. Linco. 64663 Mf.		SEP 24 1971 (103) Forty	40		X. Geo Wight

COMPLETE

525a

JOINT EXHIBIT 54

Marked for Ident. 2/11/71

PITTSTON STEVEDORING CORP.

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Received *in good order from on board the* TORONTO *Voy. No.* 3046

from MASSAWA *B/L No.* 9.

the following packages for the account of AMERICAN HOME FOODS INC

296 MIDLAND AVE. SADDLE BROOK N.J.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					110 # each.
	N PC				
					48501 #
		440 BAGS MUSTARD SEED			~~22000 kilo.~~
L.C.L.		1971	(44)		
XAY 6.7 pd		Seed Lotty	44		N Ferrotti
		COMPLETE			
19 Bags black. 1401 IN-					

526a

JOINT EXHIBIT 54

Jersey City, N.J. 2-11-71

PITTSTON STEVEDORING CORP.

R

PAGE NO. 14

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from MISSAWA *B/L No.* 10

the following packages for the account of AMERICAN HOME FOODS INC.

Pittston Form #56 86670-MP 296 MIDLAND AVE. SADDLE BROOK N.J.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					110 Crack.
	NPC				
	X				
					48501 lb
	440	BAGS MUSTARD SEED			22000 Kilos
L + R T/Cg.		SEP 27 1971 (107)			
XA4.67J.Nj.		Four Thirty Eight 438			+ N. Rinaldi
		2 copies B/L.			
22 Bags Stock. 1622					

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP

PAGE NO. 15

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from MASSAWA *B/L No.* 11

the following packages for the account of ALICARD INC.

Pittston Form #56 86670-MP 400 DELANCEY ST. NEWARK N.J.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	VAN PAC				
	CARRIERS INC.				
	FOR:				
	MR. L.R. LANGEVIN				
					1870#
	1 VAN	HOUSE HOLD GOODS.			~~842 kilos~~
Marsh-Tolz- XCDVXNJ		DEC 28 1971.	184		X Burney
		COMPLETE			
		VAN. IN. Bolt			
Returned Bey Entry # 3,373,022		W.T. Carson Inc.		12/13/71.	
		Called OTIS - 12/13/71.			

528a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R c.

PAGE NO. 16

Received *in good order from on board the* ~~TORONTO~~ *Voy. No.* 3046

from MASSAWA *B/L No.* 12

the following packages for the account of MR. WILLIAM TORRY c/o ANTHROPOLOGY DEPT. COLUMBIA UNIVERSITY N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	MR. W. TORRY				
	COLUMBIA UNIV.				
	N.Y.				
					214#
	1	c/s PERS. EFFECTS			~~97 Kilos~~
Mr. Torry GB81619		SEP 21 1971 (33)	1		W. William Torry
		COMPLETE			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

380 - S.I.

PAGE NO. 17

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 1.

the following packages for the account of S. B. Pennie & Co

Pittston Form #56 86670-MP 100 Church St. N.Y.C.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					335 Pieces
	071/440	S.I.			
	CLEANED	Bales			
	1500				
					112434
	500/Bales	Gum Hashab			~~5100~~ Kilos
Barry		DEC 3 1971	704		
X Alfred		Eighty Tree	fr	X	Alfred
			704		
X Tyson		Thirty eight	38	X	Carlton
			704		
3 Pieces Mat Stained					
1 Bag 742,80#		280 [illegible] Leet'a. S.I.			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

385- SI

PAGE NO. 18

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from PORT SUDAN *B/L No.* 2

the following packages for the account of S. B. PENICK & Co

Pittston Form #56 86670 - MP 100 CHURCH ST N.Y.C.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
BARRY 115		[illegible]	[illegible]		225# each
	071/43.5 B	[illegible]			
	CLEANED				
	1/500				
					112434#
	500 BAGS	GUM-HASHAB			~~500 kilos~~
Barry.		DEC 13 1971 242			
1 A P3, 1C.		One Fifteen	115		[illegible]
		385			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 19

Received *in good order from on board the* TORONTO! *Voy. No.* 3046

from Port Sudan *B/L No.* 3

the following packages for the account of S.B. Penick & Co.

100 Church St. N.Y.C.

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					995# each.
	071/576				
	SELECTED				
	1/200				
		200 - 13.6 Net			114974#
	200	Bags Gum Hashab			~~20400~~ Kilos
Barry		DEC 10 1971 (239)			
XTU152 3		Jan		10 x	Carlos
		(240)			
XXC763 4		Mr. Sidney Tan		167 x	Ontario
— " —		DEC 13 1971 (244)			
XAY19 7		Singerton		17 x	C/H
		Thorsen		18 x	C/H
			200		
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

90 ... 1

R

PAGE NO. 20

Received in good order from on board the TORONTO Voy. No. 3046

from Port Sudan B/L No. 4

the following packages for the account of S A Pewin Co

Pittston Form #56 86670-MP 100 Church St. N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
		X 1 Bag Thm	200#		2.75# each.
	•71/435A	X 15 Bags Shrimp			
	CLEANED				
	1.500	?			
	500 Bags	Gum Arabic			112434 ~~F1000 Kilos~~
		DEC 6 1971 (214)			
XAT 39K NJ		One Forty	140		X
		DEC 1971 (1214)			
1745 NJ		Fourty four	44		X
		DEC 8 1971 (244)			
XEFV30 NJ	X	One sixty seven	167		X
		DEC 13 1971 (243)			
XAF31K NJ		Thirty Nine	39		X
		DEC 13 1971 (245)			
XAY19W NJ		Seventeen	17		
		DEC 14 1971 (244)			
XT45VV NJ		Three	3	410	X
		Del.			

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JOINT EXHIBIT 54

FITTSTON STEVEDORING CORP.

PAGE NO. 21

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 5

the following packages for the account of S. B. Penick & Co.

Pittston Form #56 86670-MP 100 Church St. N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					995# each.
	071/448				
	CLEANED				
	1/250	170 - 145			
					56,917#
	250	Dibal Gum Hashab			25 [illegible]
Bacey		1978 233			
X2 7141-NY		The Serenity	170		R. J. Shay
		4 Bag metal seal.			
				4	
		80 Held			

534a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

30 G.I.

R

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Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 6

the following packages for the account of S.B. Penick Co

100 Church St. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
Barry (270)					225# Rec'd.
	071/4420	200-10		25	
	CLEANED				
	1/250				
					56,717#
	2.50	Plain Gum Hashab			25500 kilos
		DEC 6 1971 (270)			
		Che Hundred Ten	110		X Cuth Ch
		DEC 13 1971 (945)			
		Che Hundred Ten	110		
		30 cases			

535a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

250 ... I

PAGE NO. 23

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 7

the following packages for the account of MURWAL Inc. (COLONY IMPORT CO. 112 44 ST. N.Y.)

7 DAY ST. N.Y.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					225# each
	071/535				
	9209				
	HAND PICKED				
	SEL ECTS.				
	1/250				
					56.917#
	250	D/BAG GUM	HASHAB		~~25 100 kilo.~~
		Case-17 May 27, 72			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

550 in S.I.

R 24

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Received in good order from on board the TORONTO Voy. No. 3046

from Port Sudan B/L No. 8

the following packages for the account of Murwal Inc (Meer Corp 318 W 46 St. NYC)

7 Day St. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					995th pack.
	0 1115/2/mwk				
	9076				
	Hand Picked	f-			
	S&L Co/ss				
	1/750				
					16865.2#
	750	Diam. Gum Hashab			~~7 Tons~~
Lebay K.		SEP 22 1971 46-			
FBA 83P.W		Seventy-eleven	77		x J Collins
		SEP 29 1971 (NO)			
194711-3		Seventy-five	75	15 x	J Acuyes
		5.11			
		5.98 open			
1 Bag Dock stained					

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 2

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 9

the following packages for the account of MURWAN INC (MEER CORP. 318 W 46 ST. NYC)

7 DAY ST. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					22.5# each.
	@99.5c /pound				
	9.74				
	HAND PICKED				
	SELECTED				
	17.50				
					165652.
	7.50	B/BAG GUM HASHAB			~~76 pounds~~
Metropolitan		SEP 22 1971 (61)			
XJD5-3711		The Sixty-eight	165		x [illegible]
					[illegible]
		582 open			

538a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

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Received in good order from on board the TORONTO Voy. No. 3046

from PORT SUDAN B/L No. 10

the following packages for the account of MORWAL INC.

7 DAY ST. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					225 Sack.
	071/583				
	CLEANED				
	AMSER Sec.				
	1/448				
					111955#
	448	BAG. GUM HASHAR			~~50 196 Kilos~~
The Federal		(67)			
X441 / 56 bag		Cleaning Sample	41		X Guy Dark
		SEP 23 1971 (75)			
X55 54 (20)		The Sixty seven	167		X G. D. Pasto
		SEP 23 1971			
X41 167 bag		The Sixty seven	167		X Guy Dark
		(84)			
X A J 54 (2)		Sixty nine	69		G. D. Pasto
			1195		
			COMPLETE		
1 Bag Sesame 215#					
1 Bag Sesame 320#					
10 Bags Tamarind					

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

OK

R

PAGE NO. 27

Received in good order from on board the TORONTO Voy. No. 3046

from Port Sudan B/L No. 11

the following packages for the account of MURWAK INC. (NORDA ESS. OIL & CHEM. Co 475-10 Ave NYC)

7 DAY ST. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					295# each.
	071/470				
	CLEANED				
	1/290				
					~~195~~ 65312#
	240	Bag. Gum Hashab			~~29 38 kilos~~
Executed 75786		DEC 2 1971 (195) One Sixty	160		x Jake
71789		DEC 3 1971 (130) One Thirty	130		x Jake
			290		
		COMPLETE			

540a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 28

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 12

the following packages for the account of Lo Curto & Funk 55 Liberty St. N.Y.C. (Norda Ess. Co. Inc. 475-10 Ave. N.Y.C.)

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					9.75 lb each.
	071/353				
	CLEANED				
	1/250				
					56.217 lb
	250	1 Bag Gum Hashaa			~~25.500 kilos~~
Essential XBN 141 NJ.		SEP 28 1971 (123) Thirty.	30		
— " — XBH 14B. NJ.		SEP 29 1971 (148) Two Hundred	200		
71389-2		DEC 3 1971 (202) Twenty	20		x John
			250		
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 29

Received in good order from on board the TORONTO Voy. No. 3046

from Port Sudan B/L No. 13

the following packages for the account of Lo Curto & Funk (Nerda Ess. Oil & Chem Co Inc 475-10 Ave N.Y.)

55 Liberty St N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					995# Lock.
	071/432				
	CLEANED				
	1/250				
					56,317 lb.
	250	1 Bag Gum Has Hab			25 Fuckilo.
Essential		SEP 27 1971 (105)			
75141 Nj		Eighty	80	x	
Essential		SEP 28 1971 (174)			
X BN141 Nj		One Seventy.	170		
			250		
			COMPLETE		

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JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 30

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Jordan *B/L No.* 14

the following packages for the account of Nehls & Donnell Inc. / Franklin Nat. Bank 141 E 44 St. N.Y.

27 Park Place N.Y.C.

Pittston Form #SO 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	(Bic)				295# Crate
	7/404				
	CL & NO				
	1/150				
					33730#
	(150)	D/Bag Gum Hashas			15 Bales
		SEP 22 1971 (V)			
Mr Jim		One Twenty Two	122	x	Beigel
A 3051 Mass					
— 1 —		SEP 30 1971 (169)			
A89-616		Twenty Eight	28		Cappiello
			(150)		
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

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Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* [illegible]

the following packages for the account of Nehl & O'Connell Inc.

Pittston Form #56 86670-MP 27 Park Place N.Y.C. (Transmission Emp. Corp. 04 E 4415 N.Y.)

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	(Tic)				225# each
	07.1/2 [illegible]				
	Selected	Jan			
	7.1/2 [illegible]				
	1/2 [illegible]				
					HH 9711
	200	Bag Gum Hashab			20 40 lbs
Richard. 23 P 5784 Ala		SEP 30 1971 (185) Jute Standard	200		J. Mahlin
		COMPLETE			
	1 Bag	Stock 180#			
	1 —	— 185#			
	1 —	— 190#			
	11 —	— 200			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R.

PAGE NO. 3r

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Susan *B/L No.* 16

the following packages for the account of NEHLS & VICONSULT INC.

27 Park Place N.Y.C. [Jersey City Inst. Lab 141 & 44 St.]

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
		X 12 Bags Flaxseed			225# each.
	071/2193				
	TIC				
	SELECTED				
	71/219				
	1/250				
					56,217#
	250	0/BKL GUM HAS HAB			~~25 Trucks~~
Richard McPhail		SEP 22 1971 (64)			
73 Pine Ala.		One Sixteen	116		X 4 Cygnus
		DEC 6 1971 (213)			
4 Rabbs Ala	X	Eighty	80	196X	Quaint
		54 Short.			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R.

PAGE NO. 33

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 17

the following packages for the account of Nichols & O'Connell Inc. / Transmarine Imp. Corp. 67 E 44 St N.Y.

27 Park Place N.Y.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	071/213C				995# each
	TIC				
	71/213 SELECTED 1/100				
					22457#
	100	D/BAG GUM HASHAS			~~10200 Kilos~~

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

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Received *in good order from on board the* TORONTO *Voy. No.* 3046

from PORT SUDAN *B/L No.* 18

the following packages for the account of NEHLS & O'CONNELL *To:* TRANSCANTIN INT. CORP 141 E 44 ST NYC

27 PARK PLACE N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	071/218C				225 lb each
	T.C.				
	CLEANED				
	71/218				
	1/150				
					33730 lb
Smith	150	1/BAG GUM HAGHAB			~~45 packs~~
Trucking		SEP 22 1971 (GG)			
		Twenty five			
		SEP 30 1971 170	175		X Gradaite
A 896167	11	Twenty five	25		Cappello
			150		
			2		
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 35

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 19

the following packages for the account of Colony Import Corp

11 East 44 St. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	COLONY				225th Crook
	071/500				
	CLEARED				
	1/3.50				
					28704.
	3.50	1/BAG GUM HAS HAS			~~35 Pock~~
		5' CASE of TRAY 72		75	

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 36

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Susan *B/L No.* 20

the following packages for the account of MUR WAL INC

7 Day Street N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	MWL				225# each.
	0996B				
	9C76				
	Hand Picked				
	5½ Ecies				
	1/100				
					22,450#
	100	21 Bags GUM HASHAR			10,200 Kilos
Sterling 95 25 962		RECD. NTI (144)			
		One hundred	100		X DeCogan
		Lt Cogp Cabot			
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 37

Received *in good order from on board the* TORONTA *Voy. No.* 3046

from Port Sudan *B/L No.* 21

the following packages for the account of Murwial Inc.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	Mwk				375 Sacks
	01115				
	9076				
	Hand picked				
	selected				
	1/500				112435 #
	500	5 Bags	Gum	Hashar	~~Five Kilos~~

550a

JOINT EXHIBIT 54

[illegible]

OK from [illegible]

PITTSTON STEVEDORING CORP.

[illegible]

R

PAGE NO. 38

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 22

the following packages for the account of Murwal Inc.

Pittston Form #56 86670-MP 7 284 [illegible] N.Y.C.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	MWL	X 2 Bag	R/c.		225# each
	671/582				
	9209				
	Hand picked				
	selected				
	1/250				
					56217 lb.
	250	Plastic Gum Hashar			~~[illegible]~~
Sanborn		DEC 1 1971	14		
Rosary	One	Hundred Six	166		X L. Rizzuto
		DEC 6 1971			
Nat'l Ry	X	Eighty-four	84		X M. Guzman
			250		

COMPLETE

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 39

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 23

the following packages for the account of Mecwik Inc. (Metro Corp 318 W 46 St. N.Y.C.)

7 344 Street N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	Mwk				J.J.S. Cook
	87/3731				
	9161				
	CLEANED AMBER Tech				
	1/250				5 (.911)
	250 D/Bag	Gum Washer			~~25 [illegible]~~
Beechson XAA984XJ		SEP 20 1971 (?) Two Hund Six.	206		[illegible]
		114 [illegible]			
	2 Big	Stack.			

BEST COPY AVAILABLE

552a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R.

PAGE NO. 40

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 24

the following packages for the account of MURWAL Inc.

Pittston Form #56 86670 - MP

7 Day Street N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	MWL				225 [illegible]
	09740				
	9669				
	CLEANED AMBER [illegible]				
	1/100				
					112135 [illegible]
	1/100	3 Bags Gum Hashar			[illegible]
[illegible]		[illegible] (63)			
[illegible]		[illegible]	52		[illegible]
		1110 [illegible]			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 41

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 25

the following packages for the account of Stein Hall & Co. Inc.

Pittston Form #56 86670-MP 605 - 3rd Ave, N.Y.C.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					[illegible]
	671/100				
	11100				
					[illegible]
	100	DIAG. GUM TALHA			[illegible]
Kipfore [illegible]		SEP 22 1971 (V)			
		(Cancelled	100	x	[illegible]
		CONTROL			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

5 Bag SI

R

PAGE NO. 4v

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 26

the following packages for the account of Stein Hall & Co Inc

Pittston Form #56 86670-MP 605-3rd Ave N.Y.C.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	071/3540				295# net
	CLEANED				
	1/250				
					56,917#
	250	BAG GUM ARABIC			~~25 Tons~~
Capone		SEP 22 1971 (417)			
X925039		One Hundred Eleven	111		C. Jones
		SEP 22 1971 (56)			
XA-7818 NJ		One Hundred Twelve	112	223	B. Lowery
		~~DEC 2 8 1971~~ (285)			
X925039		Twenty Seven	27		C. Jones
			250		
		~~COMPLETE~~ COMPLETE			
		H-C Case-17 5/30/72			

555a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 43

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 27

the following packages for the account of Colony Imp. & Exp. Corp.

Pittston Form #56 86670-MP 11 East 44 St. N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					225# each
	07/13c				
	SELECTED				
	1/500				
					112435#
	500	2/3 M. Gum	1/10 HAR		~~Frank Kin~~
Budson		SEP 20 1971 (20)			
XAA984 Sup		Tuco Hard	200		RZ
— " —		SEP 22 1971 (54)			
X30891		Tuco Hard Tin	210	410	Port Louis
		90 [illegible]			
4 Bags Slack					
Bags Stained					

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JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 44

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Susan *B/L No.* 28

the following packages for the account of Colony Emb. & Exp. Corp

Pittston Form #56 86679-MP 11 East 44 St. N.Y.C.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					9.95 Each
	071129				
	CLEANED				
	1/50				
					11-435
	50	Pkg. Gum Hachas			[illegible]
Bedson T/C		SEP 20 1971 (22)			
130891		Two Hundred	200		
			5 CASE 21		
		200	May 22, 72		
			82.65		
			75.90		
1 Bag	185				
1 Bag	178				
1 Bag	188				
1 Bag	179				

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. R 45

Received in good order from on board the TORONTO Voy. No. 3046

from Port Susan B/L No. 29

the following packages for the account of N. L. DIAMROSIS

17 Battery Place N.Y.C.

HOUSEHOLD ITEM. LOCA 52 CAMBRIDGE ST ALLSTON MASS

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	NEB				99.5 [illegible]
	071/512				
	CLEANED				
	1/200				
					11/19/71.
	200	BABY GUM HASHAB			20400 [illegible]
United Transp. 75 NY. NY		SEP 21 1971 Two Hundred	40 200		[illegible]

558a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 46

Received *in good order from on board the* TORONTOAN *Voy. No.* 3046

from Port Sudan *B/L No.* 30

the following packages for the account of NEHLE PUCCONELLI INC. 27 PARK PLACE N.Y.C. / TRANSCONTINENTAL INT. CORP. 101 E 44 ST. N.Y.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	TIC				225th
	071/2100				
	SELECTED	SAS			
	71/250				
	1/100				
					22,451
Packages	100	SIAM GUM HASHAB			
Into Stock		SEP 22 1971			
2 Pallets		Forty-Two	52	x	
		DEC 6 1971			
4 Pallets Ala		Forty-Eight	48	x	
			100		

COMPLETE

559a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

Return

PAGE NO. 47

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 31

the following packages for the account of Fleur Hide & Skin Corp

Pittston Form #56 86670-MP 160 Broadway N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					361 cases
	SAL in				
	70.1 800				
	80.1 90				
					23279 #
	200	BL. SHEEP SKIN			~~37279 kilos~~
Buenos		SEP 29 1971 165			
25705 NY		Sixty Nine	69		H Cesar
— " —		SEP 30 1971 176			
25705		Seventy Three	73		H Cesar
		DEC 1 1971 193			
25705		Ninety Eight	VE 98		H Cesar
			200		
		COMPLETE			
20 Bales	Stamped				

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 48

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Jean *B/L No.* 32

the following packages for the account of SPANISH AMERICAN SKIN CO

Pittston Form #56 86670-MP 11-13 CAYADUTTA ST. GLOVERSVILLE N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					367 [illegible]
	SASCO				
	1/60				
					21990#
	60 BLS	SHEEP SKINS			9775 Kilos
Penn Central		SEP 22 1971 (51)			
662		Twenty Six	26		J Murphy
— " —		(52)			
632		Thirty Four	34		S 7 Cali
			(60)		
	11 Bales	Wrappers Tow			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

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Received in good order from on board the TORONTO Voy. No. 3046

from Port Sudan B/L. No. 33

the following packages for the account of Fairman & Slater

Pittston Form #56 86670-MP 11 Broadway N.Y.C. Brandt & Gloster 74 Barker St. Gloversville N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					309 Hides
	L Kn 1				
	L.(71-72				
	1/150				
					31315 22
	150	Bls Sheep Skins			14-20 Kilos
Buanno 88257.		1 Bl (41) One Hund Forty	140		Berg Bergg
		10 Short	2		
75 Bags Wet Stain					

562a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R. 50

PAGE NO.

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 34

the following packages for the account of SPANISH AMERICAN SKIN CO. INC.

Pittston Form #56 86670-MP 11 CAYADUTTA ST. GLOVERSVILLE NY

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	SASSO				HOOP [illegible]
	1/50				336 [illegible]
	10/150				51094 LBS
	20/250				DOCK.
					16503.
	150	ALL SHEEPSKINS			~~1623 [illegible]~~
PENN. CENT		SEP 17 1971 (19)			
# 662		Seventy Nine (79)	79		J Murphy
— " —		SEP 22 1971 (53)			
662		Fifty Six	56		J Murphy
— " —		SEP 22 1971 (54)			
632		Fifteen	15		S J Carli
			150		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

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Received in good order from on board the TORONTO Voy. No. 3046

from Port Sudan B/L No. 35

the following packages for the account of STEIN HALL & Co. Inc.

Pittston Form #56 86670 - MP 605 - 3rd Ave. N.Y.C.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					[illegible]
	071984A				
	CLEANED				
	11250				
					56.717#
	250	DIAM. GUM WASHAL			~~250 [illegible]~~
J. Capone		SEP 21 1971 (31)			
XX 50194 J		Onyx Hand Lotion	120		[illegible]
— " —		(34)			
1A98197 J		Security	70	190	B. Farrell
— " —		DEC 28 1971 (28)			
197503 J		Security	60		C. Vermeo
			250		
					#3
1 Stack	175 lbs	COMPLETE			CLAIM
1 Stack	185 lbs				1/18/72
1 Bag Stack	170#	- 4 Bag Stack.			
1 Bag Stack	191#				
1 Bag Stack	180	(H-CRSC-13) 5/30/72			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R.

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Received in good order from on board the TORONTO Voy. No. 3046

from Port Susan B/L No. 36

the following packages for the account of Stein Hall & Co.

Pittston Form #56 86670-MP 60 5th Ave N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					[illegible]
	G71/ [illegible]				
	C L [illegible]				
	1/250				
					[illegible]
	250	Bags Gum Arabic			[illegible]
J. Capone		(32)			
XX 50197 NJ		Sixty	60		[illegible]
— " —		(35)			
XH 981 N7 NJ		One Hundred Ten	110		[illegible]
— " —		(48)			
X92503 NJ		Sixty Nine	69		C Turner
— " —		DEC 28 1971 (287)			
X92503 NJ		E. Cocoa	11		C Turner
			(250)		
		11 Opr.			
		COMPLETED			
		4-Cases - D 4/30/72			
1 Bag Stock 170#					

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 3

Received *in good order from on board the* TORONTOI *Voy. No.* 3046

from Port Issan *B/L No.* 37

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					[illegible]
	071/147 B				
	CLEANER				
					224567
	1/1000	1000 Bags	Gen	Has Has	102000 Kilos
Yorkoff-		SEP 22 1971 (67)			
XS3186 NJ.		One-forty-five	145	x	J Mack
		SEP 23 1971 (81)			
XCA80PMJ		One-forty-five	145	x	J Mack
		SEP 24 1971 (102)			
XS3186 NJ.		One Forty Five	145	x	J Brown
XCA80PMJ	SEP 24 1971	One Forty Five (102)	145	Sim x	J Mack
XCA80PMJ	SEP 24 1971	One Forty Five (141)	145	x	J Mack
XS3186 NJ		One Forty five (166)	145	J Brown	
XCA80PMJ		One Hund Thirty (171)	130	J Brown	
		1000			

COMPLETE

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 54

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 39

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
		1 Bag Pkg 110			
	071/143				
	P&R				
	SEE B/L				
		1000 Bags	Gum	HAS HAS	
YORKOFF		SEP 30 1971 (172)			
XEA80179		Eighteen	18		
		DEC 1 1971 (186)			
			16		
		DEC 1 1971 (187)			
			16		
		DEC 1 1971 (196)			
		One forty five (195)	145	X	
			166	X	
		198			
		One twenty five (203)	125	X	
	DEC 3 1971	One Eighteen (204)	118	X	
XCA 82P2		One Hundred	100	X	
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 55

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 39

the following packages for the account of S.A. Menick Co.

100 Church St. N.Y.C.

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					225#
	071/557				
	selected				
	0/250				
					56,717
	250	Gum	Hashas		~~25500 kilos~~
		DEC 8			
			NY		J. Duran
			73		
			250		
		COMPLETE			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 56

Received in good order from on board the TORONTO Voy. No. 3046

from Port Sudan B/L. No. 42

the following packages for the account of S. B. Menick & Co.

Pittston Form #56-86670-M. 100 Church St. New York

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
CN					
LOT 800					
	071/056				
	SELECTED				
	1/250	151 Oil		WGT.	
					56.917
	250	3/Bag Gum Hashab			
			94		
				151	x
				5	x
			151		
		Ninety Four	94		x
	x 3/Bags				
		94			
96 Bale	20510				
1 —	275				
3 —	616				
	17 Stained Wet + Fungus				
2 Bags Calcch					

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R. Serr.

PAGE NO. 57

Received *in good order from on board the* TORONTO, *Voy. No.* 3046

from Port Sudan *B/L No.* 41

the following packages for the account of MR. GARABED SEMERDJIAN

Pittston Form #56 86670 - MP 116 MARLAN Rd UPPER DARBY, PA.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	MR GARABED				
	SEMERDJIAN				
					5 29 ~~[illegible]~~
	2 cs	Books			~~2 cases~~
Finder		Tea	2		Remove
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 78

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 42

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					[illegible]
	THA				
	HH 4640				
	4734				
					70245#
	50	Rubber Shoe Soles			~~9153 [illegible]~~
Brown		1971 (144)			
W90[illegible]		Twenty	20		× [illegible]
		1971 (141)			
88757		Twenty Nine	29		× [illegible]
					Claim [illegible]
		1 Cases			
5 Bills Stamed					

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. V-9

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from Port Sudan *B/L No.* 43

the following packages for the account of _____

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					3.57 [illegible]
	TIA				
	11 4740				
	4789				
					19.360
	50	Bales Sheepskins			8782 kilos
Brunno VF-0197		Safty. (162)	VC	X	[illegible]
			COMPLETE		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 60

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from DJIBOUTI *B/L No.* 1

the following packages for the account of NORMAN JENSEN & LINDEMAN, PROS. to NEW RICHMOND, WISC.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					[illegible]
	PROS. OF EFHIOPIA				
	EFHIO GUM				
	PROGRAM				
	DIRE DAWA				
					13377#
	60 BAG	GUM ARABIC			~~[illegible]~~
		SEP 28 1971			
[illegible]		[illegible]	60		[illegible]
[illegible]					
[illegible]			COMPLETE		
1 Bag 60 lbs in					
1 Bag 75 lbs in					
1 Bag 75 lbs in					
1 Bag 15 lbs in					
1 Bag 10 lbs in					
1 Bag 120 lbs in					

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 61

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from D.S. Boston *B/L No.* 2

the following packages for the account of F.L. KRAEMER & Co (GRANDSON ALSO 74 ALBERMARLE ST GLOUCESTER)

55 PARK Row N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					192 [illegible]
	KTC				
	516/541	<No: 518-523-533	Pucks		in Plastic Drum>
					1993#
	26	Bales Pickled	Shaved	Skins	~~2265 Kilos~~
Buenos		SEP 22 1971	(61)		
25 [illegible]		Liberty Ship	26	X	[signature]
		COMPLETE			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 6r

Received *in good order from on board the* TORONTON *Voy. No.* 3 046

from D.S. ACCTI *B/L No.* 3

the following packages for the account of F.L. KRAEMER & CO. 55 PARK Row N.Y. (GRANDE GLOVE CORP 14 BLEECKER St.)

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					192 [illegible]
	KFC				
	542/565	24 BLS.	PICKLES		11793#
	566	1 DRUM	SHEEP CASINGS		2074 KILOS
[illegible]		[illegible] 1971 (G.F.)			[signature]
[illegible]		[illegible]	[illegible]		

COMPLETE

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 63

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from D.J. BOUTI *B/L No.* 4

FRANKLIN PLATER INC. *the following packages for the account of* GRANDS OF GLOVE CORP.

Pittston Form #56 86670-MP 74 BLEECKER ST. GLOVERSVILLE N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					179# each.
	KTC				
	567/606	40 BLS	PICKLED		10/117 3306 ~~[illegible]~~
	607/626	20 BLS	SILKESKINS		4564
Bremner		SEP 22 1971			
DEPOT		Si Ag.	60		

COMPLETE

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 64

Received *in good order from on board the* TORONTOU *Voy. No.* 3046

from DJIBOUTI *B/L No.* 5.

the following packages for the account of VAN EKRIS & SIGETI Inc.

12 WALL ST N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	M				134 Pack.
	R				
CEE 81	0153				
					59255
	667	BAG COFFEE			~~40 YSIKILOS~~
INTERMODAL 9817P3 Md.		SEP 28 1971 (137) THREE THIRTY FOUR	334		X Chitchutney
—A—		SEP 30 1971 (177)			
XDP38E 71J		Seventy Two	72		Cleveland Reese
		DEC 8 1971 (225)			
72		Two Hundred Sixty	260	bolsas	Luis Bradley
		IT Warehouse	1		
			667		

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JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 65

Received in good order from on board the TORONTO Voy. No. 3046

from D. SIROTI B/L No. 6

the following packages for the account of CARL BORCHSENIUS & Co.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KADIR	EBRA X 13		1357	
	305	334	10	1040	
Jensen.	306	334			
JOHNSON MFT	307	2-334		COAL	
6 stock 664#	308	250 84 334			
Jensen.	309	334			
		1870			
J.S. Tkg.		SEP 20 1971 (25)			
10955 Sj.		Twenty-five Fifty	250		
XH9477 Sj.		Eighty Four (24)	84		
Johnson Tkg		SEP 29 1971 (157)			
77737 Sj		Fourteen	14		
— "		(160)			
57726.		Three Eighteen	318		
Kurbel		305			
Tkg. Sj		Three Thirty Four	334		
88 1038 Sj		DEC 3 1971			
		Three Thirty Four	334	1334	
106352		(376)			
Raffaele		Three Thirty	335	1664	
78475		JAN 6 1972 (787)			
			6		

578a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. R 66

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from DJIBOUTI *B/L No.* 7

the following packages for the account of GRANDOE GLOVE CORP

Pittston Form #56 86670 - MP 74 BLEECKER ST. GLOVERSVILLE N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					17 [illegible]
	KIC				
	627				
	649				
					11079 lb
	23	BALES SHEEP SKINS			~~1850 Kilo~~
[illegible]		SEE [illegible]			
25700.		Twenty Three	23		[illegible]

COMPLETE

COMPLETE

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 67

Received in good order from on board the TORONTO Voy. No. 3046

from DJIBOUTI B/L No. 8.

Freeman & Slater Inc.

the following packages for the account of GRANDOL GLOVE CORP.

74 BLEECKER ST. GLOVERSVILLE NY

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					193 Bales
	RTC				14699#
	650/697	48 Bales	SIX HUNDRED		4204 K.G.
	698/722	25 Bales			~~2174~~
		SEE [illegible] (72)			
Brown					
23 Bales		Sixty-three	73		[signature]
		COMPLETE			
		COMPLETE			

580a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 68

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from DJIBOUTI *B/L No.* 9.

the following packages for the account of GRANDE GLOVE CORP.

Pittston Form #56 86670-MP 74 BLEECKER ST. GLOVERSVILLE N.Y.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					361 II
	KTC				15900 II
	723/762	40 Drums	SHEEPSKINS		~~7882 Kgs.~~
	763/783	21 Drums			~~2405~~
Buenno. 88257		(42) Forty Two	61		Gary Barry

COMPLETE

(#735 No Cover on Drum)

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 69

Received in good order from on board the TORONTON Voy. No. 3 046

from B.J.A. Co. B/L No. 10

the following packages for the account of VOLKART Bros. Inc.

12 WALL ST. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
EL-ESS	ZAN				
123 (5)	CEAR 33	333			135# each
(328)	— 34	333	Bags Co	4 of 55	
167	— 32	(167)			112022
		833			
		SEP 24 1971 (95)			
Pierce					
8 Bags		One Hundred Fifty	150		
EL-ESS		SEP 29 1971 (142)			
13091		One Sixty Seven	167		
— " —		SEP 29 1971 (149)			
14887 Sy		Three Thirty Three	333		
— " —		(163)			
13091 Sy		Two Hund Eight	208		
		(833)			
		COMPLETE			
	2 Bag	Shack 75#	2 Bags	Shack 90#	
	— " —	69#			
	— " —	123#			
	1 — " —	80#			

JOINT EXHIBIT 54

Jungle Bay Kenya 2 Lots [illegible]
Jungle Bay Tanzania 2 Lots [illegible]

PITTSTON STEVEDORING CORP.

30% Sunburn Bags

PAGE NO. 70

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from D.J.B. Corp. *B/L No.* 11.

the following packages for the account of _____

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					1304 [illegible]
walker wgt.	ZAN				
wgt 2 T/M 245#	CERI 32	156	Bags		559.30 #
wgt 3 T/M 365#	" 31	276	Cases		(253 kilos)
		432			
L.L. Cars 1304		DEC 15 1971 (25) Jurisdiction of Pittston 416 — X			Pittston
		16 pkgs			STEAMSHIP LINES, INC. BRSE-12 NO. 12
		Dem of Berrie 12/15/71			

JOINT EXHIBIT 54

Marley Cert 145 - 3 Bags 4 Stack 456

PITTSTON STEVEDORING CORP.

144 - 334 Bag 4 Stack 1115

146 - 167 Bags 5 Stack 536.

R

PAGE NO. 71

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L No.* 1

the following packages for the account of BACER & KORBIN INC.
120 WALL ST. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	CMAR MUSTAFA				135th
	CERT. No 144	334	BAGS COFFEE		
	— 145	334			~~50 bags Kilo~~
	— 146	167			111553 lb
		835			
MCALL IN TRUCK	SEP 16 1971	5 (11)			
# 456	Eight hundred thirty five		835		Sealed
		COMPLETE			
		5 - CASE 16			
		May 22, 1972			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 72

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L No.* 4

the following packages for the account of [illegible]

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	N Pc				139 [illegible]
334 [illegible]	CENT. 633	367			
	" 634	367			
	" 635	367	Bags		232 [illegible]
	" 636	334	COFFEE		151 248 kilos
333	" 637	233			
		1668			
McALLISTER		SEP 17 1971 (16)			
#137		Fourteen Hundred Two	1402		K Hansen
— " —		SEP 20 1971 (30)			
#151		Two Sixty Six	266		[illegible]
			(1668)		

COMPLETE

585a

JOINT EXHIBIT 54

Sample Bag Weights [illegible]
Stacks, [illegible]

PITTSTON STEVEDORING CORP.

R PAGE NO. 73

Received in good order from on board the TORONTO Voy. No. 3046

from ASSAB B/L No. 3

the following packages for the account of MITSUI & CO (USA) LTD NY

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
McAllister	NPC	[illegible]			1344# [illegible]
# 172	[illegible] 631	174			
	[illegible] 606	27			
	[illegible] 618	303			
	[illegible] 620	234			[illegible]
	[illegible] 622	367	BAG COFFEE		~~171 [illegible]~~
	[illegible] 624	154			
	[illegible] 638	367		30 c/o	
	[illegible] 634	283			
	[illegible] (LYC [illegible]	294			
McAllister		2168			
172	JAN 5 1972	Ten-Sixty-one	1061		X [illegible]
	JAN 7 1972	Ten-Seventy-five	1075		X [illegible]
			136		
		3 v short			
	Alexander C. Berne 1/6/72				

SARGER STEAMSHIP LINES, INC.
CLAIM
NO. 1CRSE 14

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R

PAGE NO. 74

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L No.* 4

the following packages for the account of NYC Will & Baumer Castle Co. Inc. Syracuse N.Y.

Pittston Form #56 80670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					1944 Head.
	NPC				
	1/180				
					22253
		180 Bags Beans Wax			~~10 094 kilo~~
Cossitt M.					
XB882RNJ		SEP 24 1971 (98)			
		One eighty	180		X A. Calloni
		COMPLETE			

JOINT EXHIBIT 54

1 Slack bag

1 Slack - 119#
1 Slack - 1#

PITTSTON STEVEDORING CORP.

PAGE NO. 1

Received *in good order from on board the* _____ *Voy. No.* _____

_____ *from* _____ *B/L No.* _____

the following packages for the account of _____

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
NTermidal	SEP 23 1971	Three-Thirty Four (76)	334		
24-19-14-NS		Three-Thirty-four (52)	334		
72340 Ny	SEP 23 1971	Two. Fourteen. (86)	214	2881	
72340 Ny	SEP 24 1971	One Seventeen	117		
72340 Ny	SEP 29 1971	One Forty-Five (153)	145		
72334 Ny	[illegible]	Three Sixty (159)	360		
1133 BP	SEP 30 1971	Three Twenty Nine (175)	329	3835	
XDP38E Ny	SEP 30 1971	Two Ninety-Five (178)	295	4130	
2817FB NY	SEP 30 1971	Thirty-Three (181)	33	4163	
		10			
Cont. 152 - 1	Cargo Short Manual				

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 75

Received in good order from on board the TORONTO Voy. No. 3046

from ASSAB B/L No. 5

the following packages for the account of VAN EKRIS & SICEFI INC.

120 WALL ST. NYC

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
ATLEAN & CTAL. 2503 Bags	OMAR	MOLASSA	(2 Bags Crs. 154 Short Landed)		
1116 16 76	CLEAR 140	X 334			
40 285	141	334			1541
	142	X 334			
145 12	146	X 167	(10 open)		
334	147	334			
334	148	X 334			
334-5	149	X 334	Bags	Loose	557775
914 3	150	X 334			203 Bags Kills
334-334-0.5	151	X 334			
333 11	152	X 334	5 open		
334	153	X 334			
332	154	X 332	2		
	155	X 334			
		4173			
McAllister Bros Inc		SEP 16 1971 (11)			
#156			1051		
#137		Six Hund Ninetyone (17)	619		
Interimoda		SEP 21 1971 (36)			
2817 FB Nel		Three Thirty Two	332		
		OVER			

JOINT EXHIBIT 54

9/24.

PITTSTON STEVEDORING CORP.

PAGE NO. 76

Received in good order from on board the ~~TORONTO~~ Voy. No. 3046

from ASSAB B/L No. 6.

the following packages for the account of MITSUBISHI INT'L CORP N.Y.

227 - PARK AVE N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					134# Lock
	MULU				
(44) (181)	CKAT. 145	270			111513#
(367)	— 143	(367) BAGS	COFFEE		~~V.O. 3821 [illegible]~~
(97) (100)	— 144	(197)			
		834			
		SEP 23 1971			
72305		Three Sixty-Seven (99)	367		× Com Welch
72303		Two Eighty-one (112)	281		× Com Welch
— " —					
72303		One Forty Six	146	114	Com Welch
			99		
3046					
		See claim 24			
		110			
		9/21/71			

LINES, INC.
CLAIM NO. CRSE #1

JOINT EXHIBIT 54

Marks. Cert 145 — Bags 3 Stock 2

153 Bags. c/c

141 - 167 Bags c/c.

PITTSTON STEVEDORING CORP.

12

PAGE NO. 77

Received in good order from on board the TORONTO Voy. No. 3046

from ASSAB B/L No. 7.

the following packages for the account of ACER & KORBIN INC. NY

120 WALL ST. NYC.

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	MULU				134 [illegible]
	LOT 140	153			55-756
	141	167 Bags	COFFEE		~~25 [illegible]~~
	145	97			
		417			
McALISTER LIN		SEP 16 1971 (17)			
#156	Fumi	[illegible]	417		P. [illegible]
		COMPLETE			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 78

Received *in good order from on board the* Toronto *Voy. No.* 3046

from ASSAB *B/L No.* 8

the following packages for the account of E K Ris & Stoell Inc

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	Brought	Forward 6179			
321-7	Ctns 98	334	6 cases		
334	99	334	Bags		
118-199-17	100	334	Coffee		
320-14	101	334			
		7515			455409 Kilos
INTERMODAL		SEP 23 1971 (73)			
72340 NY		One Hund Fifty	150		
XDP 331 E.N.J.		SEP 23 1971 (84) Forty-Two	42		
79768 NY	SEP 23 1971	Two Hund Eight (87)	208		
79768	SEP 24 1971	One Fifty Three (90)	153		
XDP 38E NJ	SEP 24 1971	Three Sixty Seven (91)	367		
88113 NY	SEP 24 1971	Three Sixty Seven (92)	367		
XC 4812 NJ	SEP 24 1971	Three Thirty Four (101)	334		
79768	SEP 24 1971	Three Twenty Six (104)	326		
88113 NY	SEP 27 1971	Three Thirty Four (108)	334		
72340	SEP 27 1971	Three Thirty Four (109)	334		
XDP 38E NJ	SEP 27 1971	Three Thirty Four (110)	334		
72341	[illegible] 1971	Three Thirty Four (111)	334		
72334	[illegible]	Three Thirty Four (113)	334		
			7515		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 78

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L No.* 8

the following packages for the account of VAN EKRIS & STOEFF INC.

120 WALL ST. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	NAGASA JIARAKA &				131"
	HUSSIEN EMAMOU				
150 (11)	C.E.A.T. 79	(167)			1003995-#
351-16-17-241-21	80	334			
327 (7)	81	334			
47 208 (24)	82	334			
252 (83)	83	334			
93 (33) 248	84	334			
334	85	334			
334	86	334			
334	87	334			
334	88	334			
326-(8)-	89	334			
334	90	334			
318-(2)-14	91	334			
334	92	334			
317-7	93	334	10 opened		
334	94	334			
334	95	334			
334	96	334			
334	97	334	—	7 OMIT	
	BROUGHT FORWARD	6174			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 78

(X) 1 Bag 26.4 50'

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from *B/L No.* 8

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVE
INTERMODAL		SEP 2 0 1971 (119)	~~334~~		
2817 FB.		THREE HUND THIRT FOUR	334		
72334 Md.	SEP 2 8 1971	THREE THIRT FOUR (120)	334		
BB118833 Md.	SEP 2 8 1971	THREE THIRTY FOUR (121)	334		
2831 FB Md.	SEP 2 8 1971	THREE THIRTY FOUR (122)	334.	1495	X
X DP38E Md.	SEP 2 8 1971	THREE THIRTY FOUR (130)	334.		
~~881133~~	~~SEP 2 8 1971~~	~~TWO SIXTY TWO (136)~~	~~262~~		
881133	SEP 2 8 1971	TWO FIFTY ONE (136)	251		
72334	SEP 2 8 1971	THREE FIFTY NINE (138)	359		
2831 FB Md	SEP 2 8 1971	THREE TWENTY ONE (140)	321		
81133 Md	SEP 2 9 1971	THREE THIRTY FOUR (137)	334		
2817 FB Md	SEP 2 9 1971	THREE HUND TWENTY (152)	320		
72346 Md	SEP 2 9 1971	TWO HUND EIGHT (154)	208		
X DP38E Md.	SEP 2 9 1971	THREE SIXTY SEVEN (155)	367		X
2817 FB Md	SEP 3 0 1971	FIFTY-TWO (182)	52	7199	

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 80

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L No.* 9

the following packages for the account of VAN EKRIS & STORLI Co.

120 WALL ST N.Y.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	ALX				134 [illegible]
101	EKRIS 457	101 Bags	COFFEE		[illegible]
125	" 552	125			[illegible]
		226			30318 #
Intermodal 99 768 NY		SEP 21 1971 (44) Two Twenty Six 226			[illegible]

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 81

Received *in good order from on board the* TORONTO Voy. No. 3046

from ASSAB B/L No. 10

the following packages for the account of VAN EKERIS & STOFFI INC

120 WALL ST N Y C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	ALX				134 Rock.
340	CAN 547	340			
367	548	367	Bags		~~[illegible]~~
367	549	367	Cont 44		~~87,347 Kilos~~
367	550	367			192675
		1441			
INTERMODAL.		SEP 21 1971 38			
881133.		Three Sixty Seven	367		
72341 Suy		Three Sixty Seven 39	367		Cleveland Reese
XDP38E Nj		Three Forty 49	340		Cleveland Reese
SSI 133 Md		Three Sixty Seven	367		
		1441			

COMPLETE

2 Bags Rock.

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596a

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PITTSTON STEVEDORING CORP.

PAGE NO. 8v

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L No.* 11

the following packages for the account of VAN EKRIS & STOETT INC.

120 WALL ST. N.Y.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	ALX				1311# [illegible]
242	CAT. 552	242			
32 285 36 14	553	~~[illegible]~~ 367			322594
2 - 236 - 12	554	Stofer 367	BAGS COFFEE		~~[illegible]~~
70 - 63 - 233	555	367			
72 - 127 - 172	556	13 [illegible] 324			
		1667			
INTERNODAL		SEP 15 1971 (2)			
72341		THREE-FORTY-FIVE	345		E W Green
2817 FB Md.	SEP 15 1971	THREE SIXTY (3)	360		Claudia Reese
28391 NY	SEP 15 1971	THREE SIXTY (4)	360		[illegible]
2817 FB Md.	SEP 21 1971	TWELVE. (37)	12		Antonio Cruz
72334 NY	SEP 21 1971	TWO THIRTY SIX. (43)	236		[illegible]
XD [illegible] NJ	SEP 23 1971	THIRTY (55)	30		[illegible]
2817 FB Md	SEP 30 1971	SIXTEEN	16	1647	Antonio Cruz
		19 OPEN-			del 18 bags
					rec Nov 23
		[illegible]			[illegible]

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 83

Received *in good order from on board the* IRONIQ *Voy. No.* 3046

from ASSAB *B/L. No.* 12

the following packages for the account of VAN EKRIS & STOFF INC

120 WALL ST N.Y.

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KIDANE BEYENE				134 trucks
367	CEAR. 9	367			
200 (167)	10	367 200			
240 (77)	11	367			
367	12	367			
(200) (167)	13	367			
297 (36) 34	14	367			
225 (142)	15	367			
71 (33) (267)	16	367			
367	17	367	Bags		
367	18	367	Coffee		802915#
276 (91)	19	367			364 200 kilos
225 (142)	20	367			
343 24	21	367		9/17/71	3161
367	22	367		9/20/71	1233
351 (9)	24	367			
367	30	367			
128	25	128			
		6000 Bags			
		OVER			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 83

Received *in good order from on board the* _____ *Voy. No.* _____

from ASSAB. *B/L. No.* 12

the following packages for the account of _____

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
INTER MODAL		SEP 16 1971 (5)			
72340	[illegible]	[illegible] lot 10	200		[illegible]
3118FB. Md	SEP 16 1971	Two Ninety (6)	290		x [illegible]
72341 Ny	SEP 16 1971	Three Sixty Seven (7)	367		x C Wright
28391 Ny	SEP 16 1971	Three Sixty Seven (8)	367		x Cleveland Reese
72340 Ny	SEP 16 1971	[illegible] (9)	244		[illegible]
3118FB. MD	SEP 16 1971	Five hundred (10)	200		x [illegible]
72334	SEP 16 1971	[illegible] (12)	367	367	[illegible]
3118 FB (MD)	SEP 17 1971	[illegible] (13)	200		[illegible]
72340 Ny	SEP 17 1971	Two Sixty Seven (14)	267		x [illegible]
72331 Ny	SEP 17 1971	Three Sixty Seven (15)	367		x [illegible]
79768 Ny	SEP 17 1971	Two ~~Twenty Two~~ Nine Two (18)	292	xx	x [illegible]
21779FA. Md	SEP 20 1971	Two ~~Seventy~~ Nine Five (21)	297		[illegible]
3118FB. Nj	SEP 20 1971	Two Seventy Six (23)	276		x [illegible]
XDP38E. Nj	SEP 20 1971	Three Sixty Seven (24)	367		Cleveland Reese
72334 Ny	SEP 20 1971	Three Forty Three (27)	343		[illegible]
79768 Ny	SEP 22 1971	Three Fifty One (30)	351		[illegible]
21779-1A. Md	SEP 22 1971	Three Sixty-seven (33)	367		[illegible]
72340 Ny	SEP 22 1971	Three Sixty-seven (34)	367		[illegible]
72340 Ny	SEP 23 1971	Thirty Six (74)	36		[illegible]
18583 Md	SEP 23 1971	Three Sixty-one (83)	361		[illegible]

JOINT EXHIBIT 54

No. 37 Bk 100's Feb 9 - 72 19

RECEIVED from Toronto Koy-3046

In good order the following articles:

15-7	Onion Rings 1/2	10 Bags Coffee
15-78	Nacho Chips	16 Bags -"-
15-92	Hash Browns	18 Bags -"-
15-93	Kidney/Beans	1 Bag -"-

Addressed to Intermediate Stop El Tino

X [signature]

Per [signature]

Pittston Form No. 65

600a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 83

Received *in good order from on board the* TORONTO *Voy. No.*

from ASSAB *B/L No.* 12

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
			5926		
INTERMODAL 9817 PBMd		SEP 30 1971 (184) Sixty seven	67	5993	[illegible]
		Tapes			
		C/h. 9/30/71			
				[illegible]	
				[illegible]	

JOINT EXHIBIT 54

Wesp wgt 166 Bag 3 Stack 35 7#.
168 Bag 3 Stack 350 4 2 Tpn.

PITTSTON STEVEDORING CORP.

PAGE NO. 84

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L No.* 13

the following packages for the account of CARL BORCHSENIUS & SON

182 FRONT ST. N.Y.C.

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
166 wgt J&S.					134 [illegible]
168 wgt at Johnson	EC				
	Carl 112				
					111 659#
166		334 BAG COFFEE			~~[illegible]~~
J. S. TLG.		SEP 20 1971 (76)			
K+947 NJ		One Hundred Sixty Six	166.		[illegible]
Johnson Tlg			(158)		
77737.		One-sixty-eight	168		× N attend
			334		
		COMPLETE			
		5 - Case - 9			
		June 16, 72			

JOINT EXHIBIT 54

Raised wgt. LOT-64 oil
LOT 66- 4 Stock 499#
67 - 6 Stock 674#
68 - 6 Stock 730#
69 - 4 " 488#
9/20/71.
etc

Amended

PITTSTON STEVEDORING CORP.

64-30 bags

PAGE NO. 85

Received in good order from on board the A.S. TORONTO Voy. No. 3046

from A.S.S.A.R. N.Y. to Pit. B/L No. Baltimore #1

the following packages for the account of Volkart Bros. Inc.

120 Wall St. N.Y.C.

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
McAllister (133)	K. Dimmah				134# Stock
(30) (250) (84)	C.E.F. 64	(366)			
(366)	66	(366)	Bags		222544#
(366) X	67	(366)	Corrall		
(361)	68	(366)			
(203)	69	(203)			
		1667			
McAllister #151	SEP 20 1971	(30) Seventy Four	764		
— " — #151	SEP 20 1971	(30) Three Sixty Nine	369		
Howard Cypress 6018 Ave. EL ESS 13091	SEP 24 1971	(96) Two Fifty	250	X	
	SEP 29 1971	(143) Eighty Four	84		
		(1667)			
Claim rec'd	1 Bag - 84#		COMPLETE		
	1 Bag - 102#				

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 86

Received in good order from on board the MONTAU Voy. No. 3046

from ASSAB B/L. No. Bklyn-Mace #2

the following packages for the account of VOLKART BROS. INC.

120 WALL ST. N.Y.

Pittston Form #56 80679 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
McAllister	K. Dismann				1311 Frank
(163)	C.E.T. 69	(163)			
385	70	(385)			
366	1012	(366)			
(341) 1950	1013	(366)	BAG	Corrt 2.22.5911	
(342) (15)	1014	366			
(12)	1015	21			
		1667			
McAllister #151		SEP 20 1971 (30)	1255		
		One Thousand Two Eight			
ULBRICH (HILL BROS)		SEP 28 1971 (134)			
XBC 33 M.N.J.		THREE FORTY TWO	342		B. Epraim
— " —		(18)			
XBC 33 M.N.J.		Twenty Seven	27		B. Epraim
		C/L 9/30/71			
	Claim CRSE	43 ...			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 88

Received in good order from on board the TORONTO Voy. No. 3046

from ASSAB B/L No.

A. J. Alvelay for

the following packages for the account of CARL BERGSENIUS & Co. #4

182 Front St. N.Y.C.

Pittston Form 856 R6670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	STANDARD				
CB-121	CERT. 205	39	39		
CB-123	206	333			
CB-129 (326)	203	4 G 334	467 Bags		
CB-130	207	334		Cases	
CB-131 (166)	200	333			
CB-132 (63)	197	294			
		1667			
Jensen		SEP 28 1971 (125)			
70139 Dy		Three Thirty Four	334		
70141 Dy		Three Thirty Three (126)	333		
78565 Dy	SEP 28 1971	THREE TWENTY SIX (134)	326		
Dunlaw Co.	DEC 1 1971	DEC 1 1971 (189)			
		The Sixty	166	1159	Dennis Tully
	DEC 1 1971	The Thirty	231		
	DEC 1 1971	Two Thirty (276)	230	1620	
Cases 46013	DEC	Four	16		Dunlaw
		43			
207	1 Bag Alect. 89#				
	1 Bag " 112#				

JOINT EXHIBIT 54

#5 — 5 — 75 # Force 9/27/71
#6 — 7 — 146 #
#7 — 4 — 418 #
#8 — 5 — 536 #
#9 — 6 — 640

PITTSTON STEVEDORING CORP.

PAGE NO. 89

Received *in good order from on board the* TORONTO *Voy. No.* 3046 N.Y. CAR.

from ASSAB *P/L No.* BALTIMORE #5

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	A.B. GHINA.				134 # [illegible]
(200)	CAR. 5	200			
(200)	6	200			133709
(200)	7	200	BALE COFFEE		~~60 LBS KILO~~
126-~~41~~ 44	8	200			
(145) - 53	9	200			
		1000			
Davidson Transfer		SEP 27 1971 (118)			
7172 FB MD.		Three hundred forty five	345		[illegible] (345)
DAVIDSON.		SEP 28 1971 (132)			
6499 FA. MD.		THREE TWENTY SIX.	326		[illegible]
DAVIDSON.		SEP 28 1971 131			
64674		THREE TWENTY SEVEN	327	98	[illegible]
	3046				
	[illegible] LINES, INC.				
	CRSE 11				
		[illegible] C/L.			

JOINT EXHIBIT 54

(#5) 6 Stack - 639# 1000 - 9/21/71
(#3) 6 671#
(#1) 9 813#
#4 - 1 Trm. 110#

PITTSTON STEVEDORING CORP.

PAGE NO. 90

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L. No.* Beaumont #6

the following packages for the account of _____

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	A.B CHINBI				134#
(340) - 27	CRATE 2	(367)	B141	6 CASE	
(315) (10)	-- 3	367			~~6 CASES~~
335 - 14	-- 4	367			1477312#
		1101			
Aluminum Sheets		SEP 28 1971 (134)			
416 1 24		Three hundred forty	340		
		(116)			
65 19 FA Md.		Three hundred Fifteen	315		
— " —		SEP 28 1971 (133)			
X AH 28 711		Three Forty Five	345		
— " —		SEP 28 1971 (135)			
8049 FB Md.		Forty One	41	1641	
Altman		SEP (144)			
5141 8165 Md.		Twelve	12		
Raffaele		1971 (28)			
38 1 25 Md		Forty-Two	42		
3 of 16		6 offer			
CASE 11					

JOINT EXHIBIT 54

wgt a/c Bag. Hd. old. Wood.

PITTSTON STEVEDORING CORP.

PAGE NO. 91

5 - 15 Tons - 1860#
6 10 - - - 1560
9 24 - - 3072

Received in good order from on board the TORCENTAL Voy. No. 3046

5 - 11 Bags - 1310# from ASSAB B/L No. NY OAS #7

the following packages for the account of

Pittston Form #56 80670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	A.B.	W.B. DG INNAC			1314# Cock.
CB 159 Senser	221	291	270	21	
CB 160 Senser	227	367	59	308	
CB 161 Hedo	5	87 167.	Bags - Cases		1976.76#
CB 162	6	17 167			40 [illegible]
CB 163	7	13 16 167			
164	8	91 167			
165	9	156 167			
		1493			
Senser 70341.		SEP 29 1971 146 Three Twenty Nine	329		Dempsey
— " — 42613		SEP 29 1971 147 Three Twenty Nine	329		Mimmert
Held 80889 Flo 76310	DEC 21 1971	DEC 20 1971 262 Four Hundred Four	404		
Cicho 1876 J.R.		1. 1 t... 210	16		Dreyer
		DEC 3 1971 247 Inst. [illegible]	256		
Kaffrath 84753		[illegible] 249 Forty-four	45		Kaffrath
	4 Bag	Hold. 14			4 - Case 32

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 92

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L No.* [illegible]

the following packages *the account of*

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	A.B. SIMMAH				134 [illegible]
	C.E.N.T. 218	350-60 234			
	222	350-10 367			223 036
	223	350-17 367	Bags	Coffee	101 164 kilos
	226	350 10 367			
(3-4) (1)	225	333			
		1668			
Genser. 70341	SEP 30 1971	Three Twenty-three (173)	349		
— 70340		One Fifty (178)	150		
— 75661	DEC 9 1971	Three Fifty (230)	350		
— 70340	DEC 9 1971	Three Fifty (231)	350		
— 75651	DEC 9 1971	Three Fifty (232)	350		
75661	DEC 9 1971	Ninety (236)	94		
~~70340~~		~~Eleven~~	~~7~~		
70340	12/21/71	Eleven (271)	11		
Raffaili 75425		Twenty-nine (240)	29		
		5 open			
				14	CASE 30 5/30/72

609a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 93

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from ASSAB *B/L. No.* N.Y. OAT. BALTIMORE #9

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	A.B S.M. MAIL				
	C/NO. 225	(12) (17)		#225 · 1 Bag Tin . 115	
	224	(350) (11) (367)			
		(58)			
	198	(15) (113)			
	199	(11) (367)	Bag	Coffee	22.577
	200	(350) (17) (367)			
	203	(104) (167)			
	205	(100) (200)			
	212	(17) (64)			
		1667			
		DEC 8, 1971 (223)			
		Thru Fully (226)	350	X	
		Thru Fully (22)	350	X	
	DEC 8 1971	Thru Fully (21)	350	X	
		Thru Fully (21)	700	X	
	DEC 9 1971	Thru Hudson (234)	300	X	
	DEC 21 1971	On H. Hilton (222)	115	X	
		1667			
			COMPLETE		

JOINT EXHIBIT 54

1 bag [illegible]
2 bag [illegible]

PITTSTON STEVEDORING CORP.

PAGE NO. 94

Received in good order from on board the TORONTO Voy. No. 3046

from ASSAB B/L. No. [illegible]

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	A.B 25.	MMAH			
	CART. 206	(167) (167)			
	211	(8) 167	9		
	212	(256)			
	217	(267)			
	214	(7) 367	17		
	220	(367)			
	221	(43) 76	5		
		1667			
		DEC 6 1971			

JOINT EXHIBIT 54

Cert 217. 4 Steel = 411 lbs.
Wrap wt wgt Harold Woods

PITTSTON STEVEDORING CORP.

PAGE NO. 95

Received in good order from on board the TORONTO Voy. No. 3046
from ASSAB B/L No.
the following packages for the account of CARL BORCHSENIUS
Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	SHANTUNG Worsted				
Wgt tot Gensen.	204	174 174	4		6 7981
Wgt Wrap	219	300 36 334			~~30 836~~
		508			
Midwest PR. 149		SEP 28 1971 179 Three Steel	300	James Doolittle	
PR. 192		DEC 1 1971 187 Steel	30	Dennis Rooty	
Worsted Wtr CL60491		1/151 183 Worsted Fabric	174	R. Jones	
		4 cases		4 - CASE - 31	

8/30/72

JOINT EXHIBIT 54

Simplicity Agent — C. Mosley, Inspr.

PITTSTON STEVEDORING CORP.

R PAGE NO. 96

Q/C Bernice 12/15

Received *in good order from on board the* Toronto *Voy. No.* 3046 N.4 Option

from D.S. Bocci *B/L. No.* Bill of Lading #1

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KADIR EBRA				134 [illegible]
[illegible]	CLEAR 310	334			
[illegible]	311	334			223105
10 [illegible]	312	334	Bags Coffee		~~[illegible] 200 Kilos~~
[illegible]	313	334			
[illegible]	314	334			
		1670			
[illegible]	DEC 15 1971	The Thirty Three (202)	334		X M. Green
— " —		DEC 16 1971 (250)			
87661		The Thirty Four	334		X M. Green
— " —		DEC 16 1971 (261)			
79136		Three Thirty Four	334		E. Chase
— " —		DEC 16 1971 (262)			
281196		Three Thirty Four	334		[illegible]
— " —		DEC 16 1971 (263)			
87661		Three Thirty Four	334		X M. Green
		(1670)			
		COMPLETE			
		Item c/o Bernice 12/15/71			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 97

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from S.J. ROUS *B/L No.* N.Y. CAT. ~~Baltimore~~ #2

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KAN.R				134. [illegible]
	EBRA				
6 Tbm 507#	CEAT (315)	(334)			
5 Tbm 386# 15 Ann	316	(334)			123/125#
14 Tbm 1214#	317	(334)	Bag Coffee		Intercoastal
12 Stuk 815#	318	(334)			
14 Tbm 361#	319	(334)			
		1670			
[illegible]	DEC 17 1971	Three Thirty Four (265)	334		X M. Mason
— " —		DEC 17 1971 (265)			
38 P3196 Rj		Three Thirty Four	334		X [illegible]
— " —		[illegible] (266)			
55207 Rey		Three Thirty Four	334		[illegible]
24362		[illegible] (267)			
— " —		Three Thirty Four	334		X E. Chatham
55207 Rey		DEC 22 1971			
		Three Thirty Four	334		X M. Mason
			(1670)		
1 Bag Pie	Leftovers				
	Hem	OK. Bonnie 12/15/71			

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 98

Received in good order from on board the TORONTO Voy. No. 3046

from D. Fiacchi B/L No. Baltimore

the following packages for the account of

Pittston Form #56 R6670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KADA				
Torch.	EABA				
6 — 595	CAAT 321	334			
	322	334			
	323	334	Bag Coffee		
	324	334			
9 Stock 8650	325	334			
		1670			
Vetro					
7	DEC 15 1971	Three thirty four 2V5	334	X	
— " —		1658			
14222	DEC 16 1971	Three thirty four	334		X
MARTINSON.		DEC 16 1971 260			
8334.		Three thirty four	334		
EBA -		DEC 16 1971 264			
14069		Three thirty four	334	X	
79137		DEC 16 1971 246A			
		Three thirty four	334	X	
2 Bags Stock 60		8 Bags Stock	668	1670	X 3 Bags
2 Bags — 40					
5 Bags — 50					
3 Bags — 70					

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 99

Received *in good order from on board the* [illegible] *Voy. No.* 3046

from DJ Bacoti *B/L No.* ~~Baltimore~~ N.Y. 04 #4

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KADIR				[illegible]
	EBRA				
McAllister	CART. 326	334	3 Bags		59712
	" 327	334	Cartons		404 Bc Kic
		668			
McAllister #137.		DEC 21 1971 (274) Six Sixty Eight		668	x [illegible]
				COMPLETE	
		10 Bag Stock			Claim 23
		Rec'd at Bernie. 12/15/71			

616a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 100

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from D.J. Bonfi *B/L. No.* N.Y. OAT. Bill. no 14 #5

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KADIR	(X) 8 Trm.			134th Cook
	EBRA				
	UEAI 328	334			59749#
	~ 329	334	Bags Coffee		40 49# Kilm
		668			
McAllister		DEC 23 1971			
Alex A Cobb		Three thirty four	334	X	P Conally
		DEC 23 1971			
6-59	(X)	Three thirty four	334	X	C Zeze
			668		
			COMPLETE		

JOINT EXHIBIT 54

Site Sample ... 9/24/71
Lot 344 - Sample 6 Bales Follow 12/15/71

R

PITTSTON STEVEDORING CORP.

OK Bernie 12/14

PAGE NO. 101

Received *in good order from on board the* TORONTO I *Voy. No.* 3046

from DJIBOUTI *B/L No.* Baltimore #6

the following packages for the account of

Pittston Form #56 80670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
McAllister	KADIR EBBA CONT. 344	✓ 334 Bags	Coffee		137 McAllister 11/16-21st ~~20,240 Kilos~~
McAllister 137.		DEC 21 1971 275 Three Thirty Four	334		K.T. Olsen
		COMPLETE			
		10 Bags Stack			(illegible)
		Over at Berth 12/15/71			

618a

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 102

Received *in good order from on board the* _____ *Voy. No.* 3046

_____ *from* _____ *B/L No.* _____

the following packages for the account of _____

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KAIR				
	EBA 1				
McAllister	338	334			
	339	334			
		668			
McAllister		DEC 22 1971			
DAN-A COBB		Three Thirty Four	334		P Conolley
		The Twenty	114	X	P Conolley
McAllister		DEC 27 1971			
659		Two Twenty	220	X	
			668		
		220-6			
			COMPLETE		
		10 Bags Slack			
		Hauled Barge	12/10/71		

JOINT EXHIBIT 54

10 bags Sheets Dec 21 1971

PITTSTON STEVEDORING CORP.

R PAGE NO. 103

Received *in good order from on board the* Toronto *Voy. No.* 3046

from D.S. Beetti *B/L No.* ~~Baltimore~~ N.Y. CPT #8

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	Kadir				134th Dock
	EBBA				
McAllister	C.E.A.T. 340	334 Bags	668		59342
	341	334 Bags	—		~~434 Sections~~
		668			
McAllister		DEC 21 1971 276			
137		Three Thirty Four	334		J. Olsen
— " —		1-1/2 x 1/2 (23)			
DAN. M COBB		Three Thirty Four	334		Pomalley
			668		
			[illegible]		
		10 Bags Hack.			
		10 — —			
		Dan of Bernie	12/15/71		

JOINT EXHIBIT 54

[illegible]

PITTSTON STEVEDORING CORP.

R PAGE No. 104

Received *in good order from on board the* TORONTO *Voy. No.* 3046 N.Y. OPT.

from D.J. Bucci *B/L No.* Bill Inbd #9

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KADIR				134 [illegible]
	EABA				1146.21 #
McAllister	CEAT 320	334 Bags	Coffee		20240 kilos
McAllister		332			
Dan A Cobb		DEC 22 1971 Three Thirty Four	334		Pimentel
		COMPLETE			
	Rec'd at Bernice 12/15/71				

JOINT EXHIBIT 54

10 Hessian Burlap Wrapped
Lot 336 Sample

PITTSTON STEVEDORING CORP.

PAGE NO. 105

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from D.J. Acuti *B/L No.* Baltimore N.Y. Cat. # 10

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KADIR				134 [illegible]
	EBBA				
McAllister	CAT. 335	334	Bag		59 [illegible]
	~ 336	334	Coffee		~~[illegible]~~
		668			
McAllister		DEC 22 1971 933			
Dan A Cobb		Three thirty four (46)	334		Formalay
		Three thirty four	334		× Formalay
			(668)		
			COMPLETE		
	10 Bags Hock				
	[illegible]		12/15/71		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 106

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from A.J. Boots *B/L. No.* N.Y. & P.R. Baltimore #11

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KADIA	@ 6 Thm			
	EBBA				
	CEAT. 331	334			
McAllister	332	334			
	333	334	Bag	Cart	2,115 lbs
	334	334			101 200 kilos
	345	334			
		1670			
McAllister		DEC 21 1971 277			
132		Three Thirty four	334		
		DEC 22 1971 234			
Dan A Cobb		Three Thirty four	334		Ronalley
		DEC 22 1971 235			
Dan A Cobb		Three Thirty four	334		Ronalley
		DEC 23 1971 281			
604	@	Three Thirty four	334	X	
		DEC 27 1971 284			
		Three Thirty four	334	X	
		To Prog. Stock			
		Closing Stock			
		Dan A. Berrue	12/71		

COMPLETE

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

R PAGE NO. 107

Received *in good order from on board the* TORONTO *Voy. No.* 3046 N.Y. & PT.

from D. J. Bocci *B/L. No.* BALTIMORE # 12

the following packages for the account of

Pittston Form #56-86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	KADIR EBRA	(X) 16 Tons			131 Clock
McAllister	350 351 352 353 (311) 355	334 334 334 334 334 1670	Pkgs	Cargo	29316 101 Lock
McAllister 137.		DEC 21 1971 278 Three thirty four (241)	334		J. Olsen
McAllister 659.		Three thirty four (281)	334		P. O'Malley
	(X)	Eight hundred nine (281)	809		Lyzo
		Five Twenty	110 1667		Lyzo
		Cargo			
		1083 Bags Stock			
		Discharged 12/21/71			

JOINT EXHIBIT 54

3 [illegible] 12/17/71
[illegible] 12/21/71

PITTSTON STEVEDORING CORP.

PAGE NO. 108

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from DJIBOUTI *B/L No.* N.Y. CPT. BALTIMORE #03

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
McAllister	KADIR				13,[illegible]
	EBBA				44,031#
	CRT. 343	334 BAG COFFEE			~~20,240 KILOS~~
McAllister		336			
Da-A. Cott		DEC 22 1971 Three Thirty Four	334		[illegible]
		COMPLETE			
		100 Bag. Stock.			
		Received Bunco	12/15/71		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 109

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from DJIBOUTI *B/L. No.* Baltimore #14

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
McAllister	KADIR				134 [illegible]
	EBBA				11/17/71
	CART (342)	(334) BAGS	COFFEE		20240 Kilo
McAllister		DEC 22 1971 (237)			
Dan C. Cobb.		~~Three Thirty Eight~~ 128			P. Malloy 128
— —		(242)			
— —		On Section	116		× P. Malloy
			204		
			334		
			~~[illegible]~~		
		90 after			
	Norm	C. Fermie	12/15/71		

JOINT EXHIBIT 54

Following page 9/29/71
Following page 9/29/71

PITTSTON STEVEDORING CORP.

PAGE NO. 110

Received *in good order from on board the* TORONTO *Voy. No.* 3046

from N.J. Abuzzi *B/L No.* N.Y. Port Baltimore #15

the following packages for the account of

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
McAllister	KABIR				131st [illegible]
	EBBA				11/16/71
	CAR. 337	334 Bags	Complete		20240 Kilos
			343		
D F Pell		Thirty Four	334	X	P. Gmalley
			COMPLETE		
	Dem. at Berne		12/15/71		

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 111

Received *in good order from on board the* TORONTO Voy. No. 3046

from MASSAWA PHILA. B/L No. 1

the following packages for the account of STANDARD SEED & OIL PHILA.

Pittston Form #56 86670-MP P.O. BOX 230 CHEMICAL & GLADDER RD. PLYMOUTH MEETING PA.

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
					110th Co.
	LION				33069
	PHILA.	300 BAGS	NIGER	SEED	~~15 Bags~~
Service Transp. X30216 N.J.		SEP 29 1971 (1415) Three Stand.	300		
		COMPLETE			
	15 Bags Stained				

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 112

Received *in good order from on board the* [illegible] *Voy. No.* 3046

from MASSAWA PHILA *B/L No.* 2

the following packages for the account of _____

Pittston Form #56 86670-MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVER
	MEG				110 [illegible]
	AU				33069
	PHILA.	300 BAGS	NINE HUNDRED		[illegible]
Service Transp. X97603 NJ		SEP 29 1971 (166) Thru Hook	300		Frank Jurore

COMPLETE

JOINT EXHIBIT 54

PITTSTON STEVEDORING CORP.

PAGE NO. 113

Received *in good order from on board the* MONTOI *Voy. No.* 3046 PHILA.

from MASSAWA *B/L No.* #3

the following packages for the account of

Pittston Form #56 86670 - MP

TRUCKING COMPANY AND NUMBER	MARKS	COMMODITY	NUMBER OF PACKAGES	WEIGHT	SIGNATURE OF RECEIVE
	AWA				36 H-B each
	218/257				
	258/377				
	378/417				
	PHILA.	200 BLS. GOAT SKINS			32723. ~~32987 Kilos~~
Service Transp.		SEP 23 1971 (144)			
XY 59552 NJ		Sixty	60		Emil Sorg
— " —		SEP 30 1971 (174)			
XR 23187 NJ		Sixty Four	64		Emil Sorg
X543167 NJ		DEC 2 1971 (203)			
		Sixty	60		X R Bergel (60)
XMR 1947 NJ		DEC 6 1971 (211)			
		Sixteen	16		Jap-Lloyd
		O/L (200)			
		COMPLETE			

JOINT EXHIBIT 56.

"TORONTO" VOY. = 3046

= FREIGHT MANIFEST =

= OFFICE COPY =

Porter-Cottrell

Exhibit No. C

10/17/74

BANK CODE - 25X

JOINT EXHIBIT 56

"TORONTO" VOY = 3046

ARRIVED - 9/4/71

PER - 9A. + 19 S.I (OVM)

F.T. =

G.O. =

632a

JOINT EXHIBIT 56

barberlines

BARBE[illegible] LINES, INC. as Agents
[illegible] LINES A/S, CARRIER
17 [illegible], NEW YORK, N. Y. 10004

M/S [illegible] VOY. 3046, CAPTAIN [illegible]

SAILING FROM [illegible] Khorramshahr 19[illegible] New York

THE SAID VESSEL IS OWNED BY WILH. WILHELMSEN. [illegible] TON. [illegible] NET TONS

AS PER REGISTER ISSUED AT [illegible] DAY OF [illegible], 19[illegible], AND IS CONSIGNED TO [illegible]

	B/L NO.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS		DESCRIPTION	WEIGHT KGS.	TONS	CPT	RATE	OCEAN FREIGHT COLLECT	OCEAN FREIGHT PREPAID
	1	THESE EXPRESS S.A. FOR MESSRS. PARANDISH EXPORT CO. TEHERAN.	O R D E R .	PARANDISH EXPORT CO. NEW YORK.		[illegible]S IN TO THE DOUBLE [illegible]TONS ROASTED & SALTED [illegible]TACHIO NO. 24/26 [illegible]do -do- -do- [illegible] 28/30	1,235/-		SURCHARGE	[illegible].63/50 17.5%		[illegible]. 70.42 13.72
	2	Dr.MOHAMMAD HODEIN RADMANESH.	Dr.MRS RADMANESH, 2132 WASHINGTON AVE. SEAFORD.	M.RADMANESH 2132 WASHINGTON AVE. SEAFORD L.I.N.Y. 11783 U.S.A.		[illegible]. PERSONAL EFFECTS.	324/-	1,122 C.B.M.	SURCHARGE	[illegible].70.00 17.5%	[illegible].86.39 [illegible].15.12	
						105	1,559/-				86.39 15.12	78.42 13.72
							3437#	1.534				

FOR H.NAHAI & BROTHER'S KHORRAMSHAHR.

[illegible]

AS AGENTS WILH WILHELMSEN, O S L O .

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JOINT EXHIBIT 56

وكالات البواخر للبحار العربية المحدودة
ARABIAN SEAS SHIPPING AGENCIES, W.L.L.
ASSOCIATES
YUSUF AL-GHANIM, T. GARGOUR & FILS
KUWAIT

SHEET NO. MASTER
GENERAL MANIFEST OF CARGO LADEN ON BOARD
THE S.S. "TORONTO"
FROM KUWAIT TO NEW YORK
VOYAGE NO. 3046
SAILED JUNE 5, 19 71.

No.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	PACKAGES ONTY	PACKAGES DESC	CONTENTS	ACTUAL WGS KGS	ACTUAL MEAS CBM	FREIGHT WT	FREIGHT MEAS	FREIGHT RATE	FREIGHT CHARGES COLLECT	FREIGHT CHARGES PREPAID
1 3	ROSE S. BENJAMIN, KUWAIT.	ORDER OF: JALAL YUSIF, NTFY: JALAL YUSIF, 19369 CARMAN PET 3, MICHIGAN, U.S.A.	JALAL YUSIF 19369 CARMAN PET 3 MICH. NEW YORK U.S.A.	1	CASE	PERSONAL EFFECTS	150	1.000		1.000	$77/- per CBM		77.00
											17½ % surcharge		13.48
2 4	YUSUF A. ALGHANIM & SONS W.L.L., KUWAIT.	ORDER OF: GENERAL MOTORS OVERSEAS DISTRIBUTORS CORP., NTFY: GENERAL MOTORS OVERSEAS DISTRIBUTORS CORP., 767 FIFTH AVENUE, NEW YORK, N.Y. 10022, U.S.A.	GENERAL MOTORS OVERSEAS DISTRIBUTORS CORPORATION, 767 FIFTH AVENUE, NEW YORK, N.Y. 10022, ATTENTION: MR. J. J. RONAN, GMODC CLAIM 948/ORDER P-829006, P-836782, P-843601, P-829005. "RETURN OF AMERICAN GOODS"	1	CARTON	AUTO PARTS	85	1.089		1.089	-do-	83.85	
											17½% surcharge	14.67	
												98.52	
				2	PKGS.		235	2.089		2.089		98.52	90.48
							518 #						

	NETT FREIGHT	17½% SURCHARGE	GROSS FREIGHT
PREPAID	77.00	13.48	90.48
COLLECT	83.85	14.67	98.52
TOTAL	$. 160.85	$. 28.15	$. 189.00

ARABIAN SEAS SHIPPING AGENCIES

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634a

JOINT EXHIBIT 56

barberlines

BARBER STEAMSHIP LINES, INC. as Agents
FOR BARBER LINES A/S, CARRIER
17 BATTERY PLACE, NEW YORK, N. Y. 10004

M/S "TECAMETO", CAPTAIN FJELLE INGOLF

SAILING FROM [illegible], DATE 19/7/1971, TO NEW YORK

THE SAID VESSEL IS OWNED BY [illegible], WAS BUILT AT _____, IS OF _____ NET TONS

AS PER REGISTER ISSUED AT _____, ON THE _____ DAY OF _____, 19____, AND IS CONSIGNED TO _____

Central P. Press

B/L NO.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	WEIGHT KILOS	TONS	CFT CBM.	RATE US$	OCEAN FREIGHT COLLECT	OCEAN FREIGHT PREPAID
5.	[illegible] & CO. [illegible] AS AGENTS	ORDER	[illegible] NEW YORK PRODUCT OF ETHIOPIA	400	Single new fibre bags of 50 bales each ETHIOPIAN [illegible] [illegible] FOR THE RATTER	20,000	25% 3.00		38.25		765.00 292.25 60.00 1017.25
6.	- do -	ORDER	AFA [illegible] NEW YORK PRODUCT OF ETHIOPIA	500	- do -	25,000	25% 3.00		38.25		1159.75 277.38 67.00 1437.38
7.	- do -	ORDER	[illegible] NEW YORK PRODUCT OF ETHIOPIA	500	- do -	25,000	25% 3.00		38.25		956.25 229.06 [illegible] [illegible]
8.	- do -	ORDER	[illegible] NEW YORK PRODUCT OF ETHIOPIA	500	Single new fibre bags of 50 bales each ETHIOPIAN [illegible] [illegible] FOR NEW CROP	25,000	25% 3.00		38.25		956.25 229.06 [illegible] [illegible]
9.	- do -	ORDER Transit Trading Corp. 100 Hudson Street New York, New York 10013	NEW [illegible] NEW YORK PRODUCT OF ETHIOPIA	500	- do -	25,000	25% 3.00		38.25		956.25 229.06 [illegible] 1279.31
10.	[illegible] ETHIOPIA & CO. PRIV. LTD. CO., ASMARA.	ORDER	D. P. NEW YORK	420	New jute bags of 50 bales, ETHIOPIAN [illegible] CROP 1970-71 [illegible]	21,000	25% 3.00		38.25		765.00 292.25 60.00 1117.25
11.	[illegible] ETHIOPIA COMMERCIAL PRODUCTS, PRIV. LTD. CO., ASMARA	ORDER	AMA 1/93 NEW YORK PRODUCT OF ETHIOPIA AMA 126/127 NEW YORK PRODUCT OF ETHIOPIA	93 [illegible] 127	Packages containing [illegible] pcs of pure Ethiopian [illegible] Packages containing [illegible] pcs of pure Ethiopian [illegible]	[illegible] [illegible]	25% 3.00		49.00		1445.20 [illegible] [illegible] [illegible]
12.	[illegible] ASMARA.	TO THE ORDER OF THE FIRST NATIONAL BANK OF BOSTON, BOSTON MASSACHUSETTS	[illegible] 1/99 NEW YORK	40	Bales [illegible] dozen [illegible] Ethio [illegible] average 180 lbs. [illegible]	4,326	25% 3.00				450.43 112.61 [illegible] [illegible]
13.	[illegible] PAPANI [illegible] CO. LTD.,	ORDER [illegible] AMERICAN [illegible] FOODS INC. 396 [illegible] AVENUE [illegible] NEW JERSEY 07666	D.P.C. PRODUCT OF ETHIOPIA	440	Bags ETHIOPIAN [illegible] [illegible] SAMPLE OF ETHIOPIAN	22,000	25% 3.00		33.25		1272.50 792.00 [illegible] [illegible]
14.	- do -	- do -	D.P.C. PRODUCT OF ETHIOPIA II	440	- do -	22,000	25% 3.00		33.25		1272.50 792.00 [illegible] [illegible]
				[illegible]	B/F.....	[illegible]					[illegible]
									FREIGHT		[illegible]
									25% [illegible]		[illegible]
									[illegible]		[illegible]

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JOINT EXHIBIT 56

barberlines

BARBER STEAMSHIP LINES, INC. as Agents
FOR BARBER LINES A/S, CARRIER
17 BATTERY PLACE, NEW YORK, N. Y. 10004

M/S TORONTO, CAPTAIN FJELLE INGOLF

SAILING FROM BASSA A, DATE 19/7/1971, TO NEW YORK

THE SAID VESSEL IS OWNED BY BARBER LINES A/S OSLO, WAS BUILT AT, IS OF NET TONS

AS PER REGISTER ISSUED AT, ON THE DAY OF, 19, AND IS CONSIGNED TO

B/L NO		SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	WEIGHT KILOS	TONS	CBM	RATE US$	OCEAN FREIGHT COLLECT	OCEAN FREIGHT PREPAID
				C/F	3987		215532					9750.71 2437.68 646.60
15	11	VANPAC CARRIERS, INC.C/O SCT F.LLI SONDRANO ADDIS ABEBA AS AGENTS	VANPAC CARRIERS,INC. C/O ALLGARD INTERNATIONAL NEWARK,NEW JERSEY NOTIFY:- ALLGARD INTERNATIONAL 400 McCARTY STREET ROOM 202 NEWARK, NEW JERSEY 07114	VANPAC CARRIERS INC.P.O. MR. C.R.LANGUEIR	1	VAN USED HOUSEHOLD VEL 66751	848	25% 3.00	5.240	74.25	389.07 97.27 15.72 502.06	
16	12	SNT.F.LLI GONDRANO ADDIS ABEBA C/O MR. WILLIAM TORRY	MR.WILLIAM TORRY C/O DEPT.ANTHROPOLOGY SCHER EHMORN HALL COLUMBIA UNIVERSITY NEW YORK,N.Y.10027 USA.	MR.WILLIAM TORRY C/O DEPT.ANTHROPOLOGY SCHER EHMORN HALL COLUMBIA UNIVERSITY NEW YORK, NEW YORK 10027 USA.	1	BOX PERSONAL EFFECTS	97	M/M 25% 3.00	0.240	74.25		37.12 9.28 1.50 47.90
					3989		216477		5.480			

TOTAL FREIGHT..... 389.07 9787.83
TOTAL 25% SURCHARGES..... 97.27 2446.96
TOTAL BUNKERING CHARGES 3.00 PER TON..... 15.72 648.10
TOTAL US$..... 502.06 12882.99

SAY:-(TWELVE THOUSAND EIGHT HUNDRED EIGHTY TWO DOLLARS ONLY).

FOR, ETHIOPIAN SHIPPING & FORWARDING CO.,
BASSA A BRANCH AS AGENTS.

AS/-

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RED SEA SHIPPING COMPANY (SUDAN) LTD.

Manifest and freight list of Cargo shipped on board the S.S. **TORONTO** Voy. 3055 Capt. From Port Sudan to NEW YORK Sailed 26. 7. 1971

B/L No	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	Gross Weight Kilos	Measurement	Freight Rate Per 100 %	Freight Tariff %	Freight Surcharge %	TOTAL Freight Amount %	Freight Payable at Destination %	Remarks EX FORM NO
NY/1 17	THE GUM ARABIC CO LTD.,	ORDER OF FIRST NATIONAL CITY BANK N'FY : S.B.PENICK & COMPANY, UNIT OF CPC INTERNATIONAL, 100 CHURCH STREET, NEW YORK, N.Y. 10007	GUM ARABIC CLEANED/SUDAN PRODUCE/071/440 NEW YORK 1/500	500	B/S NO: SUM HASSAN	31.500		46.00	2346.00	586.50	153.	3085.50	EX/KH/71/291
NY/2 18	- do -	- do -	GUM ARABIC/CLEANED SUDAN PRODUCE 071/435B/NEW YORK 1/500	500	- do -	31.000		46.00	2346.00	586.50	153.00	3085.50	EX/KH/1339/71
NY/3 19	- do -	- do -	GUM ARABIC/SELECTED SUDAN PRODUCE 071/576/NEW YORK 1/200	200	- do -	20.400		46.00	936.40	234.00	61.20	1234.20	EX/KH/71/455
NY/4 20	- do -	- do -	GUM ARABIC/CLEANED SUDAN PRODUCE 071/435A/NEW YORK 1/500	500	- do -	31.000		46.00	2346.00	586.50	153.00	3085.50	EX/KH/1340/71
NY/5 21	- do -	- do -	GUM ARABIC/CLEANED SUDAN PRODUCE 071/448/NEW YORK 1/250	250	- do -	25.500		46.00	1173.00	293.25	76.50	1542.75	EX/KH/71/295
NY/6 22	- do -	- do -	GUM ARABIC/CLEANED SUDAN PRODUCE 071/442A/NEW YORK 1/250	250	- do -	25.500		46.00	1173.00	293.25	76.50	1542.75	EX/KH/71/288
NY/7 23	- do -	ORDER OF IRVING TRUST COMPANY, NEW YORK (L/C 011638) N'FY : NURWAL INC., 7 DAY STREET, NEW YORK, NEW YORK.	GUM ARABIC/HANDPICKED & SELECTED/SUDAN PRODUCE/071/535/NWL 9209/NEW YORK/1/250	250	- do -	25.500		46.00	1173.00	293.25	76.50	1542.75	EX/KH/71/408
NY/8 24	- do -	- do - (L/C 011574)	GUM ARABIC/HAND-PICKED & SELECTED SUDAN PRODUCE, 01115/2/NWL 9076 NEW YORK/1/750	750	- do -	76.500		46.00	3519.00	879.75	229.50	4628.25	EX/KH/13/71
NY/9 25	- do -	- do - (L/C 011575)	GUM ARABIC HAND-PICKED & SELECTED SUDAN PRODUCE 05550/NWL 9074 NEW YORK 1/750	750	- do -	76.500		46.00	3519.00	879.75	229.50	4628.25	EX/KH/8/71
NY/10 26	- do -	- do - (L/C 011645)	GUM ARABIC/CLEANED AMBER SORT/SUDAN PRODUCE/071/583 NEW YORK / 1/498	498	- do -	50.796		46.00	2336.6.	584.16	15.39	3073.17	EX/KH/71/431
NY/11 27	- do -	- do - (L/C 26325) N'FY : LO GUERCO & FUNK, 55 LIBERTY STREET, NEW YORK, N.Y	GUM ARABIC/CLEANED SUDAN PRODUCE 071/470/NEW YORK 1/290	290	- do -	29.580		46.00	1360.68	340.17	88.74	1789.59	EX/KH/1502/71
			C/F.....	4738		483.276			22230.70	5557.68	1449.03	29238.21	

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JOINT EXHIBIT 56

RED SEA SHIPPING COMPANY (SUDAN) LTD.

PAGE 2.

Manifest and freight list of Cargo shipped on board the S.S. TORONTO Voy. 30.. Capt. From Port Sudan to NEW YORK Sailed 26. 7. 1971

B/L No	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	Gross Weight Kilos	Measurement	Freight Per ton	Freight Tariff	Freight Surcharge	TOTAL Prepaid	Freight Payable at Destination	Remarks
			B/F.....	4738		483.276			4 .30.70	257.66	144 .	2 . 30.2	EX FORM NO.
NY/12 28	THE GUM ARABIC CO. LTD.,	ORDER OF THE INVING TRUST COMPANY, NEW YORK (L/C 26382) N'FY : LO CURTO & FUNK, 55 LIBERTY STREET, NEW YORK NEW YORK.	GUM ARABIC/CLEANED SUDAN PRODUCE 071/353/NEW YORK 1/250	250	B/BAGS GUM FLASHAR	25.500		46.00	117 .00	25.0	7 .	1 . .7	BKHB/71/241
NY/13 29	- do -	- do - (L/C 26307)	GUM ARABIC/CLEANED SUDAN PRODUCE 071/432/NEW YORK 1/250	250	- do -	25.500		46.00	1 73.	255.	7 .	1 4 .7	BKHB/71/282
NY/14 30	- do -	- do - (L/C 1 8/1355) N'FY : BEELS & O'CONNELL INC., 27 PARK PLACE, NEW YORK N.Y. 10007	GUM ARABIC/SUDAN PRODUCE/071/404A TIO CLEANED/CONTRACT 72/404/NEW YORK 1/150	150	- do -	15.300		46.00	70 .80	17.9	4 .	9 5.6	BKHB/71/263
NY/15 31	- do -	- do - (L/C 19892/1356)	GUM ARABIC/SUDAN PRODUCE/071/211C TIO SELECTED SORTS CONTRACT 71/211 NEW YORK/ 1/200	200	- do -	20.400		46.00	938.4	2 .0	01.2	1 .2	BR/KH/867/71
NY/16 32	- do -	- do - (L/C 19890/1354)	GUM ARABIC/SUDAN PRODUCE/071/219B TIO SELECTED SORTS CONTRACT 71/219 NEW YORK / 1/250	250	- do -	25.500		46.00	1173.00	293.7	76.50	1542.7	BKHB/71/66
NY/17 33	- do -	- do - (L/C 19886/1350)	GUM ARABIC/SELECTED SUDAN PRODUCE 071/213C TIO CONTRACT 71/213 NEW YORK / 1/100	100	- do -	10.200		46.00	469.20	117.30	30.60	617.10	BR/KH/870/71
NY/18 34	- do -	- do - (L/C 19889/1352)	GUM ARABIC/SUDAN PRODUCE/071/218C TIO CLEANED/NEW CROP CONTRACT 71/218 NEW YORK / 1/150	150	- do -	15.300		46.00	703.80	175.9	45.9	925.65	BKHB/71/64
NY/19 35	- do -	- do - (L/C 19865) N'FY : OCLOEY EXPORT & EXPORT CORP. 11 EAST 44TH ST. NEW YORK N.Y. 10017	OCLOEY/GUM ARABIC CLEANED/SUDAN PRODUCE/071/300 NEW YORK 1/350	350	- do -	35.700		46.00	1642.20	410.55	107.10	2159.85	BR/KH/1545/72
			C/F.....	6438		656.676			30207.10	7551.78	1970.0	39728.91	

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JOINT EXHIBIT 56

RED SEA SHIPPING COMPANY (SUDAN) LTD.

Manifest and freight list of Cargo shipped on board the S.S. [illegible] Voy. 3059 Capt [illegible] From Port Sudan to [illegible] Sailed [illegible]

B/L No	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	Gross Weight Kilos	Measurement	Rate Per ton U.S.$	Freight Tariff U.S.$	Freight Surcharge U.S.$	TOTAL U.S.$	[illegible] U.S.$	Remarks
			B/F.....	6636		6676			30207.10	7551.76	1970.03	39728.91	SE YORK [illegible]
36	THE GUM ARABIC CO. LTD.	ORDER OF THE BANK OF NEW YORK N'FY : MURWAL INC. [illegible] BAY STREET NEW YORK [illegible]	GUM ARABIC/HANDPICKED & SELECTED/SUDAN PRODUCE/09762/MWL 3074/NEW YORK/1/100	100	D/BAGS GUM HASHAB	10.200		46.00	469.20	117.30	30.60	617.10	EN/KH/[illegible]
37	- do -	- do -	GUM ARABIC/HANDPICKED & SELECTED/SUDAN PRODUCE/071/115/1/MWL 9076/NEW YORK/1/500)	500	- do -	51.000		46.00	2346.00	586.50	153.00	3085.50	EN/KH/[illegible]
38	- do -	- do -	GUM ARABIC/HANDPICKED & SELECTED/SUDAN PRODUCE/071/[illegible] MWL/9109/NEW YORK 1/250	250	- do -	25.500		46.00	1173.00	293.25	76.50	1542.75	[illegible]
39	- do -	- do -	GUM ARABIC/CLEANED AMBER SORT/SUDAN PRODUCE/MWL/9161 071/373A/NEW YORK 1/250	250	- do -	25.500		46.00	1173.00	293.25	76.50	1542.75	EN/KH/71/2[illegible]
40	- do -	- do -	GUM ARABIC/CLEANED AMBER SORT/SUDAN PRODUCE/09740/MWL 9069/NEW YORK/1/500	500	- do -	51.000		46.00	2346.00	586.50	153.00	3085.50	EN/KH/2600/70
41	- do -	ORDER N'FY : STAIN-HALL LIMITED, WEST HILL, ONTARIO	GUM TALHA/SUDAN PRODUCE/071/111C/ NEW YORK/1/100	100	D/BAGS GUM TALHA	10.200		46.00	469.20	117.30	30.60	617.10	EN/KH/1316/71
42	- do -	- do -	GUM ARABIC/CLEANED SUDAN PRODUCE/071 354B/NEW YORK/1/250	250	D/BAGS GUM HASHAB	25.500		46.00	1173.00	293.25	76.50	1542.75	EKHG/71/209
43	- do -	ORDER	GUM ARABIC/SELECTED SUDAN PRODUCE 071/130/NEW YORK 1/500	500	- do -	51.000		46.00	2346.00	586.50	153.00	3085.50	SCB/KH/44/71
44	- do -	ORDER	GUM ARABIC/CLEANED SUDAN PRODUCE 071/129/NEW YORK 1/500	500	- do -	51.000		46.00	2346.00	586.50	153.00	3085.50	BER/KH/45/71
45	- do -	ORDER OF THE FIRST NATIONAL BANK OF BOSTON, BOSTON, MASS. N'FY : N.C.D. AMERESIO, 17 BATTERY PLACE, NEW YORK, NEW YORK	GUM ARABIC/PRODUCE OF SUDAN/CLEAN/MCB 1/200/NEW YORK 071/312	200	- do -	20.400		46.00	938.40	234.60	61.20	1234.20	EN/KH/1546/71
46	- do -	ORDER OF THE CHASE MANHATTAN BANK N.A. N'FY : NEHLS & O'CONNELL INC., 27 PARK PLACE, NEW YORK N.Y.	GUM ARABIC/SUDAN PRODUCE/071/250C TIC, SELECTED SORTS CONTRACT 71/250 NEW YORK/1/100	100	- do -	10.200		46.00	469.20	117.30	30.60	617.10	EN/KH/873/71
			C/F.....	9644		9676.176			[illegible]	[illegible]	[illegible]	99784.66	

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JOINT EXHIBIT 56

RED SEA SHIPPING COMPANY (SUDAN) LTD.

Manifest and freight list of Cargo shipped on board the S.S. TO PORTO Ver. 3055 Capt From Port Sudan to NEW YORK Sailed 26. 7. 1971

B/L No.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	Gross Weight Kilos	Measurement	Rate Per ton	Freight Tariff	Surcharge	TOTAL	Freight Prepaid Collect	Remarks
			S/P.....	9[illegible]		9[illegible].176			45496.10	1304.03	364.53	59164.6[illegible]	NEW YORK
NY/32 47	EL SHEIKH & ABDALLA EL AWAD SALIM ATBARA	ORDER N'FY : MESSRS. FRUER HIDE & SKINS CORP. 1[illegible] BROADWAY NEW YORK.	SALIM 701/500 / 501/900	100 / 100	BALES SUDAN SHEEPSKINS / BALES SUDAN SHEEPSKINS	17.031 / 16.1[illegible]		69.00	2233.[illegible]	57.51	9.72	2906.58	
NY/32 48	SAYED ABBAS HASSAN HAMID	ORDER	SASCO NEW YORK PRODUCE OF SUDAN 1/60	60	BALES SUDAN SHEEPSKINS	9.975		89.00	888.28	172.01	29.92	890.27	
NY/[illegible] 49	KHARTOUM TANNERY P.O.BOX NO 154 KHARTOUM SOUTH	ORDER OF NATIONAL COMMERCIAL BANK AND TRUST CO. ALBANY, N.Y N'FY : FREEDMAN & SLATER, 11 BROADWAY NEW YORK, N.Y.10004.	L. KH. T. L/C 1/71-72 1/150	150	BALES SUDAN PICKLED SHEEPSKINS CONT. 1500 DOZ.	10.21		64.50	890.[illegible]	2.50	4.14	1116.93	SCH/KH/359/71
NY/34 50	ABUALY ALY SHEIK SABRI	ORDER OF IRVING TRUST COMPANY, NEW YORK (L/C 011429) N'FY : M/S. SPANISH AMERICAN SKIN CO. INC., 11 CANADUTTA ST. GLOVERSVILLE, NEW YORK 12075.	PRODUCE OF SUDAN NEWYORK/SASCO 1/50	50	BALES SUDAN SLAUGHTER HOUSE AIRDRIED FRAMED SHEEPSKINS	3.001		69.00	169.12	42.28	73.61	2190.01	
			PRODUCE OF SUDAN NEWYORK/SASCO 101/150	50	BALES - do -	7.915							
			PRODUCE OF SUDAN NEW YORK/SASCO 201/250	50	BALES SUDAN AIRDRIED ROPE-DRIED SLAUGHTER-HOUSE SHEEPSKINS	7.622							
NY/35 51	THE GUM ARABIC CO. LTD.,	ORDER	GUM ARABIC/CLEANED SUDAN PRODUCE 071/4[illegible]A/NEW YORK 1/250	250	L/BAGS GUM HASHAB	25.500		46.00	117300	293.25	76.50	1542.75	
NY/36 52	- do -	ORDER	GUM ARABIC/CLEANED SUDAN PRODUCE 071/4[illegible]B/NEW YORK 1/250	250	- do -	25.500		46.00	117300	293.25	76.50	1542.75	
NY/37 53	- do -	ORDER OF FIRST NATIONAL CITY BANK	GUM ARABIC/CLEANED SUDAN PRODUCE 071/147AAB/NEW YORK 1/1000	1000	- do -	102.000		46.00	469200	1173.00	306.00	6171.00	
NY/38 54	- do -	- do -	GUM ARABIC/SELECTED SUDAN PRODUCE 071/14[illegible]AAB/NEW YORK 1/1000	1000	- do -	102.000		46.00	469200	1173.00	306.00	6171.00	
NY/39 55	- do -	- do -	GUM ARABIC/SELECTED SUDAN PRODUCE 071/557/NEW YORK 1/250	250	- do -	25.500		46.00	117300	293.25	76.50	1542.75	
NY/40 56	- do -	- do -	GUM ARABIC/SELECTED SUDAN PRODUCE 071/556/NEW YORK 1/250	250	- do -	25.500		46.00	117300	293.25	76.50	1542.75	
			C/F.....	13248		1376.146			65097.22	16274.31	4089.92	85461.45	

RED SEA SHIPPING COMPANY (SUDAN) LTD.

PAGE 5.

Manifest and freight list of Cargo shipped on board the S.S TORONTO Voy ____ Capt ____ From Port Sudan to NEW YORK Sailed 26. 7. 1971

B/L No.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	Gross Weight Kilos	Measurement	Rate Per ton	Freight Tariff	Freight Surcharge	TOTAL Freight Prepaid	TOTAL Freight Payable at Destination	Remarks
			B/F.....	13246		1376.146			65[illegible]7.2216	74.31	4[illegible]	[illegible]461.4[illegible]	EX FORM NO.
NY/41 57	MOSTAFA DARWISH RABIE	ORDER OF MR. GARABED SHNERDJIAN 116, MARLBORO ROAD, UPPER DARBY.P.A.19082, PHILADELPHIA U.S.A	MR. GARABED SHNERDJIAN 116 MARBORO, ROAD UPPER DARBY P.A 19082 PHILADELPHIA U.S.A.	1	CASE BOOKS	240	[illegible]	74.25	[illegible]	7.01	[illegible]	[illegible].20	
			MR. GARABED SHNERDJIAN 116,MARLBORO ROAD UPPER DARBY P.A 19082 PHILADELPHIA U.S.A.	1	CASE BOOKS								
58	[illegible] APOSTOLOU	[illegible]	H.E.4550/4739 NEW YORK	50	BALES SUDAN AIRDRIED SHREPKINS CONT.6000 PIECES	9.133	[illegible]	[illegible]	1234.54	304.0	5[illegible].90	1603.39	
NY/43 59	[illegible]	ORDER	T. H. [illegible] H 4740/4789 NEW YORK	50	[illegible]	0.782							
				13300		1394.351			66367.2216591.[illegible]4145.[illegible]5671[illegible]4.12				
						3073.986							
							1372.3N Tm					US $ 10660.64[illegible]	

PORT SUDAN, 26th July, 1971
for, RED SEA SHIPPING CO. (S) LTD.,

[redacted]

E/10

641a

JOINT EXHIBIT 56

SOCIETE D'ARMEMENT ET DE MANUTENTION
DE LA MER ROUGE S. A.
DJIBOUTI

MANIFEST

per M/V. " [illegible] " Voy. No. Captain from [illegible] to [illegible] sailed on: [illegible]

Show Printing Press

B/L No.	Marks & Numbers	Number of Packages	Description of Goods	SHIPPERS	CONSIGNEES	Weight	Measurement	Rate	Freight	Payable at Destination	REMARKS
59	[illegible]		[illegible]	[illegible] (ETHIOPIA) LTD., [illegible], ADDIS ABABA	[illegible] & BROTHER [illegible] A/C. [illegible] PRODUCTS CO., NEW RICHMOND WISCONSIN. NOTIFY: AS ABOVE	[illegible].054.-	[illegible] 25% [illegible] bunker "	46,00 surcharge "	278,40) 69,12) 18,16)	365,2[illegible]	[illegible]
60	[illegible]	[illegible]	BALES SOCKS [illegible] [illegible] RECUTARN [illegible] A/C, [illegible] cu.ft. per bale	DARMAR COMPANY (ETH) LTD., P.O. BOX 1262, ADDIS ABABA	ORDER NOTIFY: [illegible] KRAEMER & CO 55 PARK ROW NEW YORK, N.Y., U.S.A.	2265,5	plus 25% surcharge bunker "	69,00 surcharge " 3 US¢	156,32) 39,08) 6,70)	202,1[illegible]	[illegible]
62	[illegible]	24 1	[illegible] SOCKS [illegible] [illegible] COPTIAN PICKLED [illegible] SKINS, [illegible] [illegible] cu.ft. per dozen	-dito-	-dito-	2174,5	plus 25% surcharge bunker	69,00 surcharge " 3 US¢	150,04) 37,51) 6,52)	194,07	freight PREPAID
63	[illegible]	1[illegible]	BALES 400 dzn. Ethiopian Pickled Sheep Skins, Medium, 75/80 cu.ft. per dozen	-dito-	-dito-	3306,5)	plus 25% surcharge bunker	69,00 surcharge " US$.3	336,41) 84,10) 14,62)	435,13	FREIGHT PREPAID
	[illegible]	20	Bales 200 dzn. Ethiopian Pickled Sheep Skins, Medium, 75/80 cu.ft. per dozen			1560,0)					
68	[illegible]	667	BAGS ETHIOPIAN COFFEE	M/S. PAUL RIESS & SONS (ETH) LTD., ADDIS ABABA	ORDER NOTIFY: M/S. VAN HARRIS & STOETT INC 120 WALL STREET NEW YORK	40.487	plus 25% surcharge bunker	39,00 surcharge " US$.3	1578,90) 394,75) 121,46)	2095,20	FREIGHT PAYABLE AT DESTINATION
65	HADIR ERRA [illegible] (EACH 334 BAGS)	1670	BAGS ETHIOPIAN ETHIOPIAN COFFEE	M/S. HADIR ERRA, ADDIS ABABA	ORDER	101.200.-	plus 25% surcharge bunker	39,00 surcharge " US$.3	3946,80) 986,70) 303,60)	5237,10	FREIGHT PAYABLE AT DESTINATION
66	[illegible] NEW YORK [illegible]	[illegible]	BALES SHEEPSKINS	M/S. DARMAR COMPANY	ORDER	1.850.-	plus 25% surcharge bunker	69,00 surcharge " US$.3	127,65) 31,91) 5,55)	165,11	FREIGHT PREPAID
67	[illegible] NEW YORK [illegible]	4[illegible] 25	BALES SHEEPSKINS " "	-dito-	ORDER	4.200,5 2.174,0	plus 25% surcharge bunker	69,00 surcharge " US$.3	440,46) 110,11) 19,15)	569,72	FREIGHT PREPAID
		2604				165.290.-				9264,78	

FREIGHT PREPAID : US$ = 1932,48
FREIGHT PAYABLE AT DESTINATION = US$ = 7332,30
US$ = 9264,78

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JOINT EXHIBIT 56

SOCIETE D'ARMEMENT ET DE MANUTENTION
DE LA MER ROUGE S. A.
DJIBOUTI

MANIFEST

per M/V. "TORONTO" Voy. No. Captain from DJIBOUTI to NEW YORK sailed on: 2/7/71

Olympia I. P.

No.	Marks & Numbers	Number of Packages	Description of Goods	SHIPPERS	CONSIGNEES	Weight kilos	Measurem'nt	Rate US$.	Freight US$.	Payable at Destination	REMARKS
68	NEW YORK 723/ 2 3/ 3	10 "	DEERS SHEEPSKINS " "	M/S. DAHLAR COMPANY	ORDER	4.832.-) 2.400,5)	+ 25% surcharge + bunker surcharge	69,00	499,04 124,76 21,70	645,50	FREIGHT PREPAID
69	ZAMBIA HANDICRAFTS PRODUCE OF ZAMBIA CERT BAGS 33 333 31 333 30 167	833	BAGS COFFEE	M/S.MICHAEL YACOB ZANIOS ADDIS ABABA	ORDER	50.813.-	+ 25% surcharge + bunker surcharge	39,00	1981,71 495,42 152,44	2629,57	FREIGHT PAYABLE AT DESTINATION
70	ZAMBIA HANDICRAFTS PRODUCE OF ZAMBIA CERT BAGS 32 156 31 276	432	BAGS COFFEE	M/S. M.Y. ZANIOS ADDIS ABABA	ORDER	25.370	+ 25% surcharge + bunker surcharge	69,00	989,43 247,36 76,11	1312,90	FREIGHT PAYABLE AT DESTINATION
		1325				83425.5				4587,97	

FREIGHT PREPAID : US$ = 645,50
FREIGHT PAYABLE AT DESTINATION = US$ = 3942,47
US$ = 4587,97

165290 K
83415 K
Total 248705 K
548 295#

Société d'Armement et de Manutention
de la Mer Rouge, S.A.,
As Agents,

246,775 Tons

643a

JOINT EXHIBIT 56

barberlines

BARBER STEAMSHIP LINES, INC. as Agents
FOR BARBER LINES A/S, CARRIER
17 BATTERY PLACE, NEW YORK, N. Y. 10004

M/S _____, CAPTAIN _____

SAILING FROM _____, DATE _____, TO _____

THE SAID VESSEL IS OWNED BY _____, WAS BUILT AT _____, IS OF _____ NET TONS

AS PER REGISTER ISSUED AT _____, ON THE _____ DAY OF _____, 19____, AND IS CONSIGNED TO _____

	B/L NO.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	WEIGHT	TONS	CFT.	RATE	OCEAN FREIGHT COLLECT	OCEAN FREIGHT PREPAID
	71	F.c.#1 Consigned BROWN BROTHERS & Co. N.Y.								BUNKER 5		
	72		9 bags			BAGS DJIMMAH COFFEE.						
	73											
	74					BLOCKS BEES WAX.						900.88
	75	F.c.#1 Consigned to MORGAN GUARANTEE TRUST CO	3 bags SA			BAGS ETHIOPIAN WASHED COFFEE CLEAN HANDPICKED DOQ GRADE 5 WITH CROP.	253 000	9867	2466.79	39/ per ton	3092.99	
	76										2617.60	
	77										1308.79	
	78	F.c.#1									23567.40	

F.c.#1 2 BAGS SHORTSHIPPED

TWO BAGS CERT. NO. 154 SHORT SHIPPED

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JOINT EXHIBIT 56

barberlines

BARBER STEAMSHIP LINES, INC. as Agents
FOR BARBER LINES A/S, CARRIER
17 BATTERY PLACE, NEW YORK, N. Y. 10004

M/S [illegible], CAPTAIN [illegible]

SAILING FROM [illegible], DATE [illegible], TO NEW YORK

THE SAID VESSEL IS OWNED BY [illegible] WAS BUILT AT [illegible], IS OF 4346.63 NET TONS

AS PER REGISTER ISSUED AT [illegible], ON THE [illegible] DAY OF [illegible], 19 5[illegible], AND IS CONSIGNED TO BARBER LINES OSLO

	No.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	WEIGHT KILOS	FREIGHT TONS O.S.&S.	25% SURCHARGE O.S.&S. p/ton Bunker	RATE O.S.&S.	OCEAN FREIGHT COLLECT	OR PREPAID
				B/F	4792		1077.327	42330.04	13817.93		55255.05	900.58
78	[illegible]	[illegible] P.O. Box 939 ADDIS ABABA	[illegible] M/S. GAS LINES do CHARTER INC, 120 WALL STR NEW YORK, N.Y. 10005	do -do- CERT.BAGS CERT.BAGS 87 - 334 95 - 334 88 - 334 96 - 334 89 - 334 97 - 334 90 - 334 98 - 334 91 - 334 99 - 334 92 - 334 100 - 334 93 - 334 101 - 334 94 - 334								already [illegible]
80 79	[illegible] 9	[illegible] 515, ADDIS ABABA	ORDER Nfy: SAME AS ABOVE	ALL PRODUCE OF ETHIOPIA GRADED HANDPICKED GRADE 5 [illegible] CERT.BAGS CERT.BAGS 457 - 101 582 - 125	226	BAGS ABT. [illegible] M/TONS OF USUAL GOOD QUALITY HANDPICKED GRADED COFFEE.	13.707	534.57	133.64 + 41.12	39/- p/ton	709.33	
80	[illegible] 10	do do	ORDER Nfy: SAME AS ABOVE	-do- -do- CERT.BAGS CERT.BAGS 547 - 348 549 - 367 548 - 367 550 - 367	1441	do ABT. 56.[illegible] M/TONS OF USUAL GOOD QUALITY HANDPICKED ARABICA COFFEE.	87.397	3408.48	852.12 + 862.[illegible]	-"-	4522.79	
81	[illegible] 11.	do do	ORDER Nfy: SAME AS ABOVE	-do- -do- CERT.BAGS CERT.BAGS 552 - 242 555 - 367 553 - 367 556 - 324 (514) 557 - 367	1667	do ABT. 100 M/TONS OF USUAL GOOD QUALITY HANDPICKED ARABICA COFFEE.	101.104	3943.05	985.16 + 303.11	-"-	5232.12	
82	[illegible] 12.	Messrs. KIDANE BEYENE, P.O.BOX 1309, ADDIS ABABA	ORDER Nfy: SAME AS ABOVE	KIDANE BEYENE CERT.BAGS CERT.BAGS 9 - 367 18 - 367 10 - 367 19 - 367 11 - 367 20 - 367 12 - 367 21 - 367 13 - 367 22 - 367 14 - 367 29 - 367 15 - 367 30 - 367 16 - 367 65 - 188 17 - 367	2000	do KENYOTAN [illegible] HANDPICKED A. G.	[illegible]	[illegible]	[illegible] + 1898.[illegible]	-"-	18847.35	
					[illegible]		[illegible]	[illegible]	[illegible]		84954.[illegible]	900.58
	at/-	(Twenty seven thousand one hundred twenty six bags only)- SUPPLEMENTARY:				[illegible]						
83	[illegible] 13.	M/S.ETHIOPIAN COMMODITIES PVT.LTD.CO. A/A.	Nfy: CARL BORCHERSHOE CO INC, 182 FRONT STR. NEW YORK, N.Y.	[illegible] CERT. BAGS 334	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		1048.10	[illegible]

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JOINT EXHIBIT 56

barberlines

BARBER STEAMSHIP LINES, INC. as Agents
FOR BARBER LINES A/S, CARRIER
17 BATTERY PLACE, NEW YORK, N. Y. 10004

M/S [illegible], CAPTAIN [illegible]
SAILING FROM [illegible], DATE [illegible], TO [illegible]
THE SAID VESSEL IS OWNED BY [illegible], WAS BUILT AT [illegible] June 56, IS OF [illegible] NET TONS
AS PER REGISTER ISSUED AT [illegible], ON THE [illegible] DAY OF [illegible], 19[illegible], AND HAS CONSIGNEES [illegible]

	B/L NO.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	KILOS WEIGHT	US $ TONS	US $ p/Ton BUNKER CH.	RATE	OCEAN FREIGHT COLLECT	OCEAN FREIGHT PREPAID
	1	[illegible] J. DJIBRAH & CO ETHIOPIA LTD ADDIS ABABA F.C#3	[illegible] Volkart Bros — do —	J. DJIBRAH HANDPICKED USA PRODUCE OF ETHIOPIA CERT. BAGS CERT. BAGS 64 366 68 366 66 366 69 203 67 366	1667	BAGS DJIBRAH HANDPICKED COFFEE GRADE 5 N4	101.104	3943.05	985.76 + 303.31 + 303.31	" BUNKER CHR Optional Charges (US $ 3/- p/ton)	5535.43	
	2	do do	ORDER — " —	do do CERT. BAGS CERT. BAGS 64 363 1013 366 70 365 1014 366 1012 366 1015 24	1667	do do do N4	101.104	3943.05	985.76 + 303.31 + 303.31	" "	5535.43	
	3	Messrs. SHANTILAL & CO ETHIOPIA LTD A/S. F.C#3	ORDER Carl Borchgrevink c/o 182 Front ST NYC	SHANTILAL PRODUCE OF ETHIOPIA CERT. BAGS CERT. BAGS 199 40 202 367 198 333 201 367 213 367 204 193	1667	do COFFEE N4	101.187	3946.29	986.57 + 303.56 + 303.56	" "	5539.98	
	4	do do	ORDER — " — Sprague & Rodes	do do CERT. BAGS CERT. BAGS 205 39 207 334 206 333 200 333 208 334 197 294	1667	do do N4	101.187	3946.29	986.57 + 303.56 + 303.56	" "	5539.98	
	5	Messrs. A. BESSE & CO ETHIOPIA S.C. ADDIS ABABA	TO THE ORDER OF COMMERCIAL BANK OF ETHIOPIA S.C., ADDIS ABABA. Sprague & Rodes	CERT. BAGS CERT. BAGS 5 - 200 8 - 200 6 - 200 9 - 200 7 - 200 A.B. CHIMBI HANDPICKED U.G.Q. PRODUCE OF ETH USA F.C#3	~~1000~~ 997 do	SINGLE PAREE CHIMBI HANDPICKED U.G.Q. COFFEE	~~60.680~~ 60,528.7	2365.35	591.33 + 181.55 + 181.55	" "	~~3320.98~~ 3313.90	2 BAGS CERT 9 SHORT SHIPPED
	6	do do	do do	A.B. CHIMBI HANDPICKED U.G.Q. PRODUCE OF ETH USA CERT. BAGS CERT. BAGS 2 367 4 367 3 367	~~1110~~ ~~1101~~ [redacted] do	do do N7	~~68.775~~ [redacted]	2604.25	651.06 + 200.32 + 200.32	" "	~~2655.95~~	
	7	do do	do do	do — do — CERT. BAGS CERT. BAGS 221 291 7 - 167 227 367 8 - 167 5 - 167 9 - 167 6 - 167	~~1455~~ 1472 do	do do N7	~~90.990~~ 90.489.9	3531.66	882.66 + 271.65 + 271.65	" "	~~4991.62~~ 4954.32	1 BAG SHORT SHIPPED
							622.374					
				C/F	10232	C/F	622.587	24279.78	9805.23		34084.91	
							1372487					

F.C#3 Carl Borchgrevink

Al Jones

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JOINT EXHIBIT 56

NY

barberlines

BARBER STEAMSHIP LINES, INC. as Agents
FOR BARBER LINES A/S, CARRIER
17 BATTERY PLACE, NEW YORK, N. Y. 10004

M/S [illegible] CONTO, CAPTAIN [illegible] INGOLF

SAILING FROM _____ DATE 3 8.71, TO NEW YORK option BALTIMORE

THE SAID VESSEL IS OWNED BY [illegible] WAS BUILT AT TONSBERG, IS OF 4948.53 NET TONS

AS PER REGISTER ISSUED AT OSLO [illegible], ON THE 12th DAY OF June, 19 56, AND IS CONSIGNED TO BARBER LINE OSLO NORWAY

	B/L NO.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	KILOWEIGHT	US$	US$ 73/- p/ton BUNKER @ US.$.3/- p/ton Optional Charge	39/- p/ton	OCEAN FREIGHT COLLECT	OCEAN FREIGHT PREPAID
				B/F.	10252		622.557	24279.74	9805.23		34,084.97	
91	8.	[illegible] A. [illegible] & CO. (NOT) S.C. ADDIS [illegible]	ORDER OF COMMERCIAL BANK OF ETHIOPIA S.C., ADDIS ABABA. Col B	A.B.DJIMMAH HANDPICKED J.G.G. GRADE 5 PRODUCE OF ETHIOPIA. U.S.A. CERT. BAGS CERT.BAGS 218 - 234 226 - 367 222 - 367 225 - 333 223 - 367	1668	BAGS SINGLE FIBRE DJIMMAH HANDPICKED COFFEE UGQ.	101.164	3945.40	986.35 + 303.49 + 303.49	-"-	5,538.73	
92	9.	do do	do do Col B	-do- -do- CERT.BAGS CERT.BAGS 225 - 17 200 - 367 224 - 367 203 - 167 198 - 113 205 - 200 199 - 367 212 - 65	1667	do do do	101.103	3943.03	985.75 + 303.31 + 303.31	-"-	5,535.40	
93	10.	do do	do do Col B	-do- -do- CERT.BAGS CERT.BAGS 206 - 167 219 - 367 211 - 167 220 - 367 212 - 256 221 - 76 217 - 267	1667	do do do	101.103	3943.03	985.75 + 303.31 + 303.31	-"-	5,535.40	
94	11.	ORDER SHANTILAL & CO. PTE. LTD ADDIS ABABA.	ORDER Col Borchemin & Co 182 Front ST NYC	SHANTILAL PRODUCE OF ETHIOPIA CERT.BAGS CERT.BAGS 204 - 174 219 - 334	508	do COFFEE	30,836	1202.60	300.63 + 92.50 + 92.50	-"-	1,688.25	
					15772		956.761	37313.40	15068.[illegible]		52,382.75	

(fifteen thousand seven hundred seventy two bags only)

at/...

0/092 80 M

991.6 Tons

for ETHIOPIAN SHIPPING & PURCHASING CORP.

as agents

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JOINT EXHIBIT 56

SOCIETE D'ARMEMENT ET DE MANUTENTION
DE LA MER ROUGE S. A.
DJIBOUTI

MANIFEST

per M/V. "TORONTO" Voy. No. Captain . from DJIBOUTI to NEW YORK/CHARLESTON/BALTIMORE sailed on: 2/7/71

Shaw Printing Press

B/L No.	Marks & Numbers	Number of Packages	Description of Goods	SHIPPERS	CONSIGNEES	Weight kilos	Measurem'nt	Rate US$	Freight US$.	Payable at Destination	REMARKS
1 95	KADIR EBBA CERT. 310/314 (EACH 334 BAGS)	1670	BAGS ETHIOPIAN DJIMMAH COFFEE	M/S.KADIR EBBA, ADDIS ABEBA	ORDER	101.200.-	plus 25% Surcharge bunker surcharge 3$ optional " 3$	39,00	3946,80 986,70 303,60 303,60	5540,70	
2 96	KADIR EBBA CERT. 315/319 (EACH 334 BAGS)	1670	BAGS -dito-	- d i t o -	ORDER	101.200.-	plus 25% surcharge bunker " optional "	39,00	3946,80 986,70 303,60 303,60	5540,70	
3 97	KADIR EBBA CERT. 321/325 (EACH 334 BAGS)	1670	BAGS -dito-	- d i t o -	ORDER	101.200.-	plus 25% surcharge bunker " optional "	39,00	3946,80 986,70 303,60 303,60	5540,70	
4 98	KADIR EBBA CERT. 326/327 (EACH 334 BAGS)	668	BAGS -dito-	- d i t o -	ORDER	40.480.-	plus 25% surcharge bunker " optional "	39,00	1578,72 394,68 121,44 121,44	2216,28	✓
5 99	KADIR EBBA CERT. 328/330 (EACH 334 BAGS)	668	BAGS -dito-	- d i t o -	ORDER	40.480.-	plus 25% surcharge bunker " optional "	39,00	1578,72 394,68 121,44 121,44	2216,28	
6 100	KADIR EBBA CERT. 344	334	BAGS -dito-	- d i t o -	ORDER	20.240.-	plus 25% surcharge bunker " optional "	39,00	789,36 197,34 60,72 60,72	1108,14	
7 101	KADIR EBBA CERT. 338/339 (EACH 334 BAGS)	668	BAGS -dito-	- d i t o -	ORDER	40.480.-	plus 25% surcharge bunker " optional "	39,00	1578,72 394,68 121,44 121,44	2216,28	
8 102	KADIR EBBA CERT. 340/341 (EACH 334 BAGS)	668	BAGS -dito-	- d i t o -	ORDER	40.480.-	plus 25% surcharge bunker " optional "	39,00	1578,72 394,68 121,44 121,44	2216,28	
9 103	KADIR EBBA CERT. 320	334	BAGS -dito-	- d i t o -	ORDER	20.240.-	plus 25% surcharge bunker " optional "	39,00	789,36 197,34 60,72 60,72	1108,14	
10 104	KADIR EBBA CERT. 335/336 (EACH 334 BAGS)	668	BAGS -dito-	- d i t o -	ORDER	40.480.-	plus 25% surcharge bunker " optional "	39,00	1578,72 394,68 121,44 121,44	2216,28	
11 105	KADIR EBBA CERT. 331/334 345 (EACH 334 BAGS)	1670	BAGS -dito-	- d i t o -	ORDER	101.200.-	plus 25% surcharge bunker " optional "	39,00	3946,80 986,70 303,60 303,60	5540,70	
		10.668				647.680.-				35460,48	

SOCIETE D'ARMEMENT ET DE MANUTENTION
DE LA MER ROUGE S. A.
DJIBOUTI

MANIFEST

PAGE NO. 2

per M/V. " T O R O N T O " Voy. No. Captain from DJIBOUTI to NEW YORK/OPTION BALTIMORE sailed on: 29/7/71

B/L No.	Marks & Numbers	Number of Packages	Description of Goods	SHIPPERS	CONSIGNEES	Weight kilos	Measurem'nt	Rate US$.	Freight US$.	Payable at Destination	REMARKS
12	KADIR EBBA CERT. 350/353 - 355 (EACH 334 BAGS)	1670	BAGS ETHIOPIAN DIRE AH COFFEE	M/S. KADIR EBBA, ADDIS ABEBA	ORDER	101.200.-		39,00	3946,80		
							plus 25% surcharge		986,70		
							bunker surcharge		303,60		
							optional charges		303,60	5540,70	
13	KADIR EBBA CERT. 343	334	BAGS -dito-	- d i t o -	ORDER	20.240.-		39,00	789,36		
							plus 25% surcharge		197,34		
							bunker surcharge		60,72		
							optional charges		60,72	1108,14	
14	KADIR EBBA CERT. 342	334	BAGS -dito-	- d i t o -	ORDER	20.240.-		39,00	789,36		
							plus 25% surcharge		197,34		
							bunker surcharge		60,72		
							optional charges		60,72	1108,14	
15	KADIR EBBA CERT. 337	334	BAGS -dito-	- d i t o -	ORDER	20.240.-		39,00	789,36		
							plus 25% surcharge		197,34		
							bunker surcharge		60,72		
							optional charges		60,72	1108,14	
		2672				161.920.-				8865,12	
						647.680					
						809.600					
						178.844					
						796.8 Tons					

Société d'Armement et de Manutention
de la Mer Rouge, S.A.,
As Agents,

ETHIOPIAN SHIPPING & FORWARDING CORP.
MASSAWA

Manifest

of Cargo of the S. S./M. S. "T O R O N T O" Voyage No. Master FJELLE INGOLF

Sailed 19.7.73 from MASSAWA for PHILADELPHIA

No. 1	SHIPPERS 2	CONSIGNEES 3	MARKS and NUMBERS 4	PACKAGES Number 5	PACKAGES Kind 6	DESCRIPTION OF GOODS 7	Total Gross Weight Kilos 8	Weight Kilos 9	Measurement cbft 10	REMARKS 11
1	F.LLI BIGA & CO.SH. CO.,AS AGENTS	O R D E R	LION PHILADELPHIA PRODUCT OF ETHIOPIA	300	BAGS 50	SINGLE NEW FIBRE BAGS OF KILOS EACH ETHIOPIA/ERITREAN NIGER-SEEDS F.A.Q.GOODS,SOUND, POLISHED MAXIMUM 1% FOREIGN MATER	15000			
2	- do -	O R D E R	MEG A.U. PHILADELPHIA PRODUCE OF ETHIOPIA	300		- do -	15000			
3	ETHIOPIAN COMMERCIAL PRODUCTS PRIV.LTD., CO.ASMARA	O R D E R	A W A 218/257 A W A 258/377 A W A 378/417 PHILADELPHIA PRODUCE OF ETHIOPIA	200	BALES	BALES CONTAINING.NO. 60.000 PIECES OF PRINTD-RY BATI GOATSKINS,SELEC-TIONS:40/50/10% WITH AN AVERGE WEIGHT LBS.115 PER 100 PIECES.	32987			
			TOTAL	800			62987 Kg 138,861# 61.992 Tons			

SAY:-(EIGHTHUNDRED PACKAGES ONLY).

for,ETHIOPIAN SHIPPING & FORWARDING CORP.,
MASSAWA BRANCH AS AGENTS

AS/-

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ETHIOPIAN SHIPPING & FORWARDING CORP.
MASSAWA

Manifest

of Cargo of the S. S./M. S. [illegible] Voyage No. Master [illegible]

Sailed [illegible] from [illegible] for [illegible]

B/L No. 1	SHIPPERS 2	CONSIGNEES 3	MARKS and NUMBERS 4	PACKAGES Number 5	PACKAGES Kind 6	DESCRIPTION OF GOODS 7	Total Gross Weight Kilos 8	Weight Kilos 9	Measurement cbft 10	REMARKS 11
1 113	[illegible]	[illegible] C/O PRIME CONTAINER CORP. 4545 WEST [illegible] ST. CHICAGO ILLINOIS 60639-USA	[illegible] PRIME CONTAINER CORP. 4545 WEST PALMER ST. CHICAGO, ILLINOIS 60639 -USA	1	VAN	VAN HOUSEHOLD GOODS	750		75% 3.00	162.59
		NOTIFY:- SAME								
2 115	[illegible]	ORDER NOTIFY:- [illegible] CO. INC. -SLAVEN BROADWAY NEW YORK NY 10004	[illegible] PRODUCT OF ETHIOPIA X MPC	300	BAGS	ETHIOPIAN HIGH-GRADE MAXIMUM 1% IMPURITIES.-	15000			762.18
										425.07
			TOTAL	301			15750 K			
							33,620 #			
							15.[illegible] Tons			

NAME-(THREE HUNDRED AND ONE PACKAGES ONLY).

ETH. ETHIOPIAN SHIPPING & FORWARDING CORP.
MASSAWA BRANCH AGENTS.

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SOCIETE D'ARMEMENT ET D (NUTENTION
DE LA MER ROUGE S. A.
DJIBOUTI

MANIFEST

JOINT EXHIBIT 56

per M/V. "T O R G E T O" Voy. No. Captain from DJIBOUTI to BALTIMORE sailed on: 2 /7/71

Shaw Printing Press

B/L No	Marks & Numbers	Number of Packages	Description of Goods	SHIPPERS	CONSIGNEES	Weight kilos	Measurem'nt	Rate US$.	Freight US$.	Payable at Destination	REMARKS
1 115	S.A.B. PRODUCE OF ETHIOPIA HANDPICKED U.S.A. CERT. BAGS 690 334 691 334 688 334	1002	BAGS COFFEE	M/S.S.A.BAGERSH, ADDIS ABEBA	ORDER Fadgen	60.720.-	plus 25% surcharge bunker charges 3$	39,00	2368,08 592,02 182,16	3142,26	
2 116	S.A.B. PRODUCE OF ETHIOPIA HANDPICKED USA CERT. BAGS 814 334 815 334	668	BAGS COFFEE	M/S. M.SARAGAS, ADDIS ABEBA	ORDER "	40.480.-	plus 25% surcharge bunker charges 3$	39,00	1578,72 394,68 121,44	2094,84	
3 117	K. E. CERT.300/304 (EACH 334 BAGS)	1670	BAGS ETHIOPIAN DJIMMAH COFFEE	M/S.KADIR EBBA, ADDIS ABEBA	ORDER "	101.200.-	plus 25% surcharge bunker charges 3$	39,00	3946,80 986,70 303,60	5237,10	
4 118	S.A.B. DJIMMAH HANDPICKED U.G.Q. PRODUCT OF ETHIOPIA GRADE NO.50 CERT.19,22	167 334 501	BAGS) BAGS OF UGQ BAGS) HANDPICKED DJIMMAH COFFEE OF 1971 NEW CROP	M/S.SAMUEL A.N. GENERAL IMPORTER & EXPORTER	ORDER NOTIFY:AC.ISRAEL COFFEE CO. 110 WALL STREET, N.Y. NEW YORK 10005,	30.470.-	plus 25% surcharge bunker charges 3$	39,00	1188,33 297,08 91,41	1576,82	
5 119 120	SHANTILAL/PRODUCE OF ETHIOPIA/DJIMMAH HANDPICKED UGQ/USA CERT.NO.220,221, 222	1001	BAGS ETHIOPIAN COFFEE	M/S.SHANTILAL & COMPANY (ETH)LTD., P.O. BOX 1744 ADDIS ABEBA (ETHIOPIA)	ORDER "	60.761.-	plus 25% surcharge bunker charges 3$	39,00	2369,68 592,42 182,28	3144,38	
		4842				293.631.- 647,339 # 288.991 Kgs	Société d'Armement et de Manutention de la Mer Rouge, S.A., As Agents,			15195,40	

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652a

JOINT EXHIBIT 56

barberlines

BARBER STEAMSHIP LINES, INC. as Agents
FOR BARBER LINES A/S, CARRIER
17 BATTERY PLACE, NEW YORK, N. Y. 10004

M/S _____, CAPTAIN _____

SAILING FROM _____, DATE _____, TO _____

THE SAID VESSEL IS OWNED BY _____, WAS BUILT AT _____, IS OF _____ NET TONS

AS PER REGISTER ISSUED AT _____, ON THE _____ DAY OF _____, 19____, AND IS CONSIGNED TO _____

	B/L NO.	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	WEIGHT	MEAS. TONS	CFT	RATE	OCEAN FREIGHT COLLECT	OCEAN FREIGHT PREPAID
	120	[illegible]	Folger	[illegible] ETHIOPIA HANDPICKED [illegible] CERT BAGS [illegible]	50	[illegible] ETHIOPIAN DJIMMAH COFFEE HANDPICKED [illegible] NEW CROP	30,285	185.0	296.25 [illegible]	"	[illegible]	
	121	[illegible]	[illegible]	do CERT BAGS CERT BAGS [illegible] 334 [illegible] 167	50	do [illegible]	30,285	185.0	296.25 [illegible]	"	[illegible]	
	122	[illegible] ABDULLA [illegible] [illegible]	[illegible]	S A B PROMICE OF ETHIOPIA HANDPICKED CERT BAGS CERT BAGS 685 334 687 334 1686 334 689 334	~~130~~ 133X	do ETHIOPIAN DJIMMAH COFFEE	~~30,960~~ 30640	157.41	189.[illegible] 242.88	"	~~[illegible]~~ 4183.47	
									TWO BAGS CERT.NO 682 SHORT SHIPPED			
	123	[illegible] ETHIOPIAN COMMODITIES PVT LTD CO ADDIS ABABA	ORDER	EC SOUNCE OF ETHIOPIA HANDPICKED USA CERT BAGS CERT.BAGS 116 334 117 334	568	45 ETHIOPIAN DJIMMAH COFFEE HANDPICKED UGQ NEW CROP	40,514	580.0	395.09 121.54	"	2096.59	
					1003		182,244 K 401,775 H	7107.50	2323.59		9431.09	
							179.364 Tons.					

Three thousand six bags only)

sd/

for ETHIOPIAN SHIPPING & FORWARDING CORP.

AS AGENTS

182
293
475

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JOINT EXHIBIT 56

RED SEA SHIPPING COMPANY (SUDAN) LTD.

Manifest and freight list of Cargo shipped on board the S.S. "KORONTO" Voy. 3035 Capt. From Port Sudan to CHARLESTON Sailed 26. 7. 71

B/L No	SHIPPERS	CONSIGNEES	MARKS AND NUMBERS	Quantity	DESCRIPTION	Gross Weight Kilos	I. Measurement Cu. c/c	Rate Per ton	Freight Tariff	Freight Surcharge	TOTAL Prepaid	Freight Payable at Destination	Remarks
C/1. 125	ALAKTAN TRADING CO. (S)LTD.,	ORDER OF NEMILKIN BANK, KHARTOUM	BELRA A.R.C. KGP 1970/71 LOT 1907 1/250 LOT 1906 1/250	250) 250)	BALES SUDAN BARAKAT COTTON, CROP 71 X4B & 5B GOV. SCHEME	100.276	3659.33	4.[illegible]	4.86	1671.70	[illegible]		U.S.AIDS EX NO. DOLLAR [illegible]/PS/1262/71
C/2. 125	PORT SUDAN COTTON & TRADE CO.LTD.,	ORDER N'FY:R.A.SHOW BOSTON EDWARD T.ROBERTSON & SON CHARLESTON.	BAR/DRE BARAKAT GEZ 1970/71 LOT 2720 1/300 LOT 2678 1/47 LOT 2643 260/308 BAR/DRE BARAKAT GEZ 70/71 LOT 171 191/202	300 47 41 12	BALES --do-- X05B	74.536	-	- 4.[illegible]	3180.[illegible]	[illegible]	[illegible]		PCR/201/72
126 C/3.	SUDAN COTTON CO.	O R D E R. N'FY:ATCOT CORP.POB. 723,FRESNO,CALIFORNIA	LAMBERT GEZ 1967/68 LOT 1603 1/300	300	BALES SUDAN LAMBERT COTTON,CROP 1968 G3L GOV. SCHEME	51.786			221.85	55.35	[illegible]	244.55	BCR/378/72.
C/4. 127	--do--	--do--	LAMBERT GEZ 1967/68 LOT 1842 1/197	197	BALES --do--	36.452			155.32	38.96	104.35	1706.63	BCR/379/72.
C/5. 128	--do--	--do--	LAMBERT GEZ 1966 LOT 272 1/300.	300	BALES --do-- CROP 66 X05L.	60.934			260.43	65.12	182.80	2852.85	BCR/380/72.
C/6. 129	--do--	--do--	LAMBERT GEZ 1967/68 LOT 226 1/300.	300	BALES -do- CROP 68 G3L.	58.298			249.24	62.31	174.89	2729.44	BCR/PS/373/72
C/7. 130	--do--	--do--	LAMBERT GEZ 1967/68 LOT 1599 151/300.	150	BALES -do-	27.165			116.30	29.03	81.50	1272.83	BCR/377/72.
C/8. 131	--do--	--do--	LAMBERT GEZ 1967/68 LOT 161 1/268	268	BALES -do-	52.383	-	- 42.75	[illegible]	[illegible]	[illegible]	[illegible]	BCR/378/72.
									223.46	55.99	157.16	2452.61	
C/9. 132	--do--	--do--	LAMBERT GEZ 1967/68 LOT 115 1/300.	300	BALES -do- X05L.	59.296			253.90	63.37	177.89	2776.16	BCR/381/72.
C/10. 133	--do--	--do--	LAMBERT GEZ 1966 LOT 63 201/300.	100	BALES -do- X05L CROP 1966.	20.099			85.23	21.48	60.30	941.01	BCR/382/72.
C/11. 134	--do--	--do--	LAMBERT GEZ 1967/68 LOT 1642 1/300.	300	BALES -do- G3L CROP 1968	58.922			251.92	62.97	176.77	2758.66	BCR/376/72.
C/12. 135	NATIONAL COTTON & TRADE CO.	O R D E R. N'FY:POLYCOTON S.A. GENEVE.	PC/365 BALOO GEZ 1970/71 LOT 3112 51/250 LOT 3188 1/300.	200) 300)	BALES SUDAN BARKAT COTTON CROP 1971 G3B GOV. SCHEME.	86.191		42.75	368.47	92.17	258.57	4864.42	[illegible]/72/33
				3618		686.340	3659.33		2934.04	733.51	2059.02	33[illegible]	

PORT SUDAN, 26th. JULY, 1971.
FOR, RED SEA SHIPPING CO.(S)LTD.,
AS AGENTS.

1992.08 Lo.

1513.105

675.493 TON

PREPAID

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JOINT EXHIBIT 57.

HOMEWARD BILL OF LADING

NUMBER
FIVE NEW YORK
Option BALTIMOR

SHIPPER
Messrs. A. BESSE & CO. (ETHIOPIA) S.C., Addis Ababa

CONSIGNED TO
ORDER OF Commercial Bank of Ethiopia S.C., Addis Ababa

ADDRESS ARRIVAL NOTICE TO
Messrs.
The Sprague & Rhodes Commodity Corp.,
99, Wall Street, New York, N.Y. 10005,
U.S.A.

ALSO NOTIFY

Porter & Cottrell
Plaintiff's Exhibit No. P
for identification
in evidence
10/17/74

VESSEL "TORONTO" | VOYAGE NO. | FLAG | PIER | PORT OF LOADING ASSAB

PORT OF DISCHARGE (If here goods are to be delivered to consignee or on carrier)
NEW YORK Option BALTIMORE

FOR TRANSSHIPMENT TO (If goods are to be transshipped or forwarded at port of discharge)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
			WEIGHT SAID TO BE	
A.B. GIMBI HANDPICKED	998	bags GIMBI HANDPICKED COFFEE U.G.Q.		gross kos.60.528.7 net kos.59.880.-
art.5-200 bags 6-200 bags 7-200 bags 8-200 bags 9-198 bags		(NINE HUNDRED NINETY EIGHT BAGS ONLY)		
998 bags		xxxx

JOINT EXHIBIT 57

AGENTS

United States Atlantic	Barber Steams Lines Inc., New York, N. Y.
United States Gulf	Biehl & Co., Inc., New Orleans, La.
	Strachan Shipping Co., New Orleans, La.
	(Middle East/East African homeward)
United States Pacific	Overseas Shipping Company, San Francisco Calif.
United States Central	Tri Coast Shipping Company, Chicago, Ill.
Thailand	Thoresen & Co., (Bangkok) Ltd.—Bangkok
Philippines	Macondray & Co., Manila
Hong Kong	Thoresen and Co., Ltd.
Japan	Dodwell Liner Agencies, Tokyo
Indonesia	P. N. Djakarta Lloyd, Djakarta
Singapore	Harrisons & Crosfield (Singapore) Private Ltd.
Ceylon	Harrisons & Crosfield Ltd., Colombo
Vancouver, B.C.	Canadian Blue Star Line
Venezuela	C. A. Venezolana Navegacion, Caracas
Panama	W. Andrews & Co., Cristobal
Nigeria	Palm Line Agencies of Nigeria, Ltd., Lagos
Ivory Coast	Transcap Shipping, Abidjan
Republic of Cameroons	Transcap Shipping, Douala
Sierra Leone	Sierra Leone Shipping Agencies Ltd., Freetown
Liberia	Paterson, Zochonis & Co., Ltd., Monrovia
Ghana	Liner Agencies (Ghana) Ltd.—Accra-Tema-Takoradi
London	Harber Steamship Lines, Ltd.
Canada (Eastern)	Hugum Shipping & Trading Co., Ltd., Montreal
Malaysia (West)	Harrisons & Crosfield (Malaysia) Sdn. Berhad
Iran	H. Nahai & Brothers, Teheran, Khorramshahr
Iraq	Iraqi Maritime Transport Co., Basrah
Dubai	Gulf Agency Co.
Saudi Arabia	General Machinery Agencies, Jeddah-Dammam
Sudan	Red Sea Shipping Co. (Sudan) Ltd., Port Sudan-Khartoum
Kuwait	Arabian Seas Shipping Agencies Ltd.
Kenya	Smith Mackenzie & Co., Ltd., Mombasa
Tanzania	The State Trading Corp., Dar es Salaam
South Africa	John T. Rennie & Sons (Pty.) Ltd., Durban
Angola, P.W.A.	Camara & Cia., Ltd., Luanda

"Destination" must be declared, for the entire shipment covered by this Bill of Lading to vessel's agents at New York, at least 48 hours before vessel's arrival at the port of discharge, or the Carrier may at its option treat the shipment as if the Merchant had failed to effect delivery and to have discharged all their obligations under this Bill of Lading.

This Bill of Lading shall be governed by the provisions of the Carriage of Goods by Sea Act of the United States, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall be liable in any capacity whatsoever for any delay, non-delivery, or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier, unless a Convention or Statute issued in a locality where there is in force a Carriage of Goods by Sea Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance, and rules thereto annexed which may be in effect. This bill of lading is issued.

The Carrier shall be entitled to the full benefit of all rights and limitations or exemptions from liability authorized by the provisions of Section 4(5) of the Revised Statutes of the United States and amendments thereto and of the provisions of the laws of the United States or of any other country whose laws shall apply.

3. IDENTITY OF CARRIER AND HIMALAYA CLAUSE

The contract evidenced by this B/L is between the Merchant and the Owner of the ocean vessel named herein (or substitute) and it is hereby agreed that said Shipowner only shall be liable as Carrier under this contract. It shall be adjudged that any agent or subsidiary of the Carrier shall be deemed, including all limitations of and exemptions from liability, to be the Carrier by law or by this B/L shall be held to be acting as agent or bailee for the Carrier.

All defenses under this B/L shall inure also to the benefit of the Carrier's agents and servants, and all defenses and limitations of liability provided herein, whether such contract obligations under contract or in tort.

For the purpose of this clause all such persons shall be deemed parties to this contract as agents and trustees of the Carrier, and the total amount recoverable from the Carrier and such persons shall not exceed the limitation of liability provided herein.

4. JURISDICTION

Unless otherwise agreed or provided, this Bill of Lading shall be construed and the rights of the parties thereto determined according to the law of the United States.

5. PERIOD OF RESPONSIBILITY

If this Bill of Lading is not issued for a shipment to or from U. S. Ports, then notwithstanding any other provisions herein, goods in the custody of the Carrier or his agents or servants before loading and after discharge, whether during transhipment, or whether being forwarded to or from the vessel, landed, stored either on deck or below deck, at the sole risk of the Merchant and thus the Carrier has no responsibility whatsoever for the goods prior to the loading on and subsequent to the discharge from the Vessel.

6. THE SCOPE OF VOYAGE

As the vessel is engaged in liner service, the Carrier has the right to make any departures from the direct and immediate transport from port of loading to port of discharge. The vessel may thus call, or omit to call, at any port for any purpose, whether of the current voyage or of any prior or subsequent voyage. Unshifting and repairs may take place with goods onboard.

7. CARGO IN CONTAINERS

Goods may be stowed by the Carrier or his agents or servants in containers, and containers whether stowed as aforesaid or received fully stowed may be carried on or under deck without notice. The Carrier's liability for such carriage shall be governed by U. S. Carriage of Goods by Sea Act or the Hague Rules as defined above notwithstanding the fact that the goods are being carried on deck and the goods shall contribute to General Average and shall receive compensation in General Average.

8. DECK CARGO AND LIVE ANIMALS

In respect of deck cargo not covered by clause 7, and live animals the Carrier has no obligation specially to equip the vessel for the reception, carriage and preservation of such cargo and has no responsibility for loss or damage which may be attributable to the carriage on deck or for injury to or illness or mortality of live animals. For any such cargo the Carrier shall have the benefit of the defenses and limitations contained in the U. S. Carriage of Goods by Sea Act or the Hague Rules, and in no case the Carrier's responsibility shall exceed his responsibility for ordinary cargo and to no case the Carrier's responsibility shall exceed his responsibility for ordinary cargo according to this B/L. The burden of proving negligence on the part of the Carrier shall be on the Merchant.

9. REFRIGERATED CARGO

A loading certificate issued by the Classification Society's Surveyor or any other competent person shall be conclusive evidence as to the fitness and safety of the beginning of the voyage of the refrigerated cargo installation for the reception, carriage and preservation of refrigerated cargo.

The Carrier shall not be obliged to provide for refrigerated storage ashore.

10. SUBSTITUTION OF VESSEL, TRANSHIPMENT, LIGHTERAGE, ETC.

The Carrier has the right but no obligation, to carry the goods to their destination by any other vessel than the vessel named herein, either intermediate to the Carrier or not, or by land or air transport, and may transship, land or store the goods either on shore or afloat and tranship or forward the same at Carrier's expense but at Merchant's risk, and may also convey the goods in lighters to and from the vessel at Merchant's risk and at Merchant's expense, lightering, forwarding, landing or storage the Carrier acts as agent for the Merchant only, and is authorized to accept such agent or storage the Carrier acts as agent for the Merchant only, and is authorized to accept the terms of any warehouseman or carrier, even though less favourable to the Merchant than those contained in this B/L.

The responsibility of the Carrier shall be limited to the part of the transport performed in his own vessel, and the Carrier shall not be liable for damage or loss arising during any other part of the transport, even if the freight for the whole transport has been collected by him.

The Carrier may delay forwarding awaiting a vessel or conveyance whether in his own service or not.

11. OPTIONAL PORTS

If the vessel is not ready to enter port of discharge, such option must be declared to the Carrier's agents at the first of the port of discharge mentioned in this B/L not later than 48 hours before the vessel's arrival thereat. The Carrier's liability ceases upon the goods being delivered. Any additional expenses incurred by the Carrier shall be borne by the Merchant.

12. NOTIFICATION

Any notice herein shall be addressed to parties who appear to be entitled of the vessel's arrival at destination. Carrier's failure to notify shall not relieve the Merchant of any obligation hereunder.

13. "LOADED" OR "SHIPPED" AND DELIVERY OF GOODS, LIGHTERAGE, ETC.

a) Unless stated on this B/L as being "Shipped on Board" the goods under this contract shall be deemed loaded when they have come within the vessel as soon as the vessel arrives or at the time reasonably by the Carrier's loading schedule shall have come at least as far as the vessel can and shall be deemed the Carrier's place of receipt of the goods contracted for shipment are not available when the vessel is ready to load, the Carrier is relieved of any obligation to load such goods, and the vessel may sail without them. Dead freight and demurrage shall be paid.

b) The Carrier is entitled to land and store the goods or to appoint a person or a corporation for the landing and storing of the goods appointed by the Carrier or not anybody to perform the landing and storing of the goods shall be at Merchant's risk and expense. Delivery is taken overside in the port of loading, the Merchant shall pay all expenses incurred by the vessel is ready to load the goods, and the Merchant shall be liable to the Carrier for any delay to the vessel's sailing and demurrage shall be paid.

c) If the goods are not taken by the Merchant at the time when the vessel is entitled to call upon him to take delivery, or if they are not removed from alongside the vessel without delay, the Carrier shall be at liberty at the sole risk and expense of the Merchant to enter the goods in the open upon to land them on to wharf, quay or into warehouse, or to discharge them into craft and sell them with or without prior notice, advertisement or legal authority and the contract of carriage shall be considered as fulfilled.

d) Notwithstanding any custom of the port to the contrary lighterage whether before loading or in connection with transhipment or discharge is at the risk and expense of the goods even though arranged for by the Carrier or his Agents.

e) The Merchant shall accept his portion of unidentified lowse or damaged goods.

f) Should the goods in the Carrier's option be in such condition that he considers it advisable to discharge, tranship, return, remove or destroy them, then he shall be entitled to do so and any port or place. In such case the Merchant shall bear the risk for the goods and the costs directly or indirectly incurred.

g) If delay is caused to the vessel for any reason whatsoever, the Merchant shall pay demurrage at the rate of US $ 0.35 per gross register ton per day or pro rata for portion of a day and time to count from vessel's arrival whether in berth or not. Time lost in waiting for berth to count as loading (discharging) time.

14. FREIGHT AND CHARGES

a) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant conference tariff. If no such stipulations exist or are applicable the following clause to apply:

If the currency in which freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately increased equivalent to the extent of the devaluation of the said currency.

In case the Carrier has consented to payment in another currency than the abovementioned currency, then all freight and charges shall—subject to the preceding paragraph—be paid at the highest selling rate of exchange for banker's sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid the rate to be used will be the one in force on the last day the banks were open.

b) Freight to be paid in cash without discount and, whether prepayable or payable at destination, to be considered as earned upon commencement of loading of the goods and not to be returned, vessel and or goods lost or not lost. Prepayable freight and charges, if any, shall be paid at the latest upon commencement of loading of the goods and freight and charges, if any, payable at destination, at the latest on the date when the goods are delivered or should have been delivered.

c) No weighing of goods to take place onboard the vessel without permission of the Carrier. Any expenses for weighing onboard as well as extra expenses for discharging and delivery arising or resulting from weighing onboard to be borne by the Merchant, any custom of the port notwithstanding.

d) Goods once shipped cannot be taken away by the Merchant except upon Carrier's consent and against payment of full freight and compensation for any extra expenses through such taking away.

e) All duty, taxes and charges or any other expenses in connection with the goods shall be paid by the Merchant.

f) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any increase of war risk insurance premium and war risk increase of the wages of the Master, officers and crew and for any increase of the rest for bunkers and for deviation or delay caused by war or warlike operations or by government directions.

g) The Merchant warrants the correctness of the "Declaration of Insurance" and pence premium weight, measurement or value of the goods and the Carrier reserved the right to have the contents inspected and the weight, measurement or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal to three times the difference between the correct freight and the freight charged or to any other sum less the freight charged, whichever sum is the smaller, shall be payable by the Merchant to the Carrier notwithstanding any other sum having been stated on the B/L as freight and charges.

15. LIEN

The Carrier shall have a general lien upon the goods shipped hereunder (including any containers or item of packing or of equipment in or on the goods shipped) in respect of any amount for which the Merchant is liable to the Carrier. The Carrier shall also be entitled to sell or otherwise dispose of such goods and apply the proceeds towards satisfaction of such liability.

16. AGREED VALUE OF GOODS

Whenever the value of the goods is less than the maximum liability per package or other unit, the goods, the value in the calculation and adjustment of claims to which the Carrier may be liable shall, for the purpose of avoiding uncertainties and difficulties in fixing the value, be deemed to be the invoice value plus freight and insurance, if paid, irrespective of whether such other value is greater or less.

17. INDIRECT LOSS OR DAMAGE

The Carrier shall in no circumstances whatsoever be responsible for any direct or indirect loss or damage caused through delay or for any indirect loss or damage caused through physical loss or damage to the goods.

18. AMOUNT OF LIMITATION

The responsibility of the Carrier shall in no case, whether governed by the U. S. Carriage of Goods by Sea Act, the Hague Rules or not, exceed the amount of $500 —per package or customary freight unit. It is agreed that the word "package" shall include any container, tie pallet, trailer, vehicle, animal, pieces and all articles of any description except goods shipped in bulk.

19. PRESCRIPTION PERIOD

In any event the Carrier is not liable in any case for any loss or damage whatsoever, unless suit is brought within one year after the date when the goods should have been delivered.

20. GENERAL AVERAGE AND SALVAGE

General average to be adjusted at any port or place at the Carrier's option and to be settled according to the York—Antwerp Rules 1950. For this purpose the Merchant shall be bound to declare the value of the goods to the Carrier or his agent as the Carrier or his agent may require. Salvage shall be payable in full without any deduction for any salvage agreement made by the Carrier and of the trustee for the Merchant of the goods shipped.

21. BOTH TO BLAME COLLISION CLAUSE

(This clause is compulsory in trades to, from or between ports of the United States of America.) If the vessel and or any other vessel owned or operated by the Master, Manager, Pilot or the servants of the Carrier in the navigation or management of the vessel, the Merchant will indemnify the Carrier against all losses or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Merchant, or paid or payable by the other or non-carrying vessel or her Owner to the Merchant and set off, recouped or recovered by the other or non-carrying vessel or her Owner as part of their claim against the Carrier or Carrying vessel or her Owner. The foregoing provisions shall also apply where the Owner, Master or Person in charge of a vessel or vessels or other vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

22. OPTIONS OF THE CARRIER

a) If it shall be considered by the Carrier at any time that the performance or continued performance of this contract may subject the ocean vessel, her crew and cargo or other transport any hindrance, risk or delay resulting from events such as orders or directions by any government or authority, risk of capture, seizure, detention, war or warlike operations, blockade, riots, commotion, piracy, epidemics, quarantine, labour troubles, strikes, lockouts, congestion, adverse weather or ice conditions, the Carrier shall be entitled whether and the events in question are or were anticipated at the time of entering into this contract, if the carriage has not already commenced to cancel this contract or, in any event, to discharge, tranship, land or deliver the goods at any port or place deemed by the Carrier at the sole risk and expense of the Merchant to be safe and convenient, or to proceed thus at the sole risk and expense of the Merchant to delay the vessel at any port or place awaiting an opportunity to discharge or otherwise to deal with the goods as the Carrier may think advisable under the particular circumstances.

b) The discharge from the ship as provided in the preceding paragraph constitutes complete fulfillment of the contract of carriage and the Carrier may then store the goods at Merchant's risk and expense.

c) For any service rendered to the goods as herein provided, the Carrier shall be entitled to reasonable extra compensation.

d) In the event of any detention to the vessel due to any of the aforementioned causes, the Carrier shall be entitled to demurrage payable at the rate of US $ 0.35 per gross register ton per day or pro rata for portion of a day.

e) The Carrier or the Master shall not be required to comply with any orders or directions in accordance with this paragraph.

23. SUEZ CANAL—CAPE OF GOOD HOPE, PANAMA CANAL—CAPE HORN

The contractual voyage under this Bill of Lading includes passage via the Suez Canal, the Panama Canal, Cape Horn or any other route and ports there and the voyage or the description of the carrier change from one route to another at any time.

BEST COPY AVAILABLE

JOINT EXHIBIT 58.

HOMEWARD BILL OF LADING

NUMBER 6 NEW YORK OPTION BALTIMORE

SHIPPER
Messrs. A. BESSE & CO.(ETHIOPIA) S.C., Addis Ababa

CONSIGNED TO
ORDER OF Commercial Bank of Ethiopia S.C., Addis Ababa

ADDRESS ARRIVAL NOTICE TO
Messrs.
The Sprague & Rhodes Commodity Corp.,
99, Wall Street,
New York, N.Y. 10005, U.S.A.

ALSO NOTIFY

Barber-Caldwell
Plaintiff's Exhibit No. P-1
for Identification
in evidence 10/17/74

VESSEL "TORONTO" | VOYAGE NO. | FLAG | PIER | PORT OF LOADING ASSAB

PORT OF DISCHARGE NEW YORK OPTION BALTIMORE

FOR TRANSSHIPMENT TO

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT / GROSS WEIGHT WEIGHT SAID TO BE
A. B. GIMBI HANDPICKED cert. 2-367 bags 3-367 bags 4-367 bags 1,101 bags PRODUCE OF ETHIOPIA U.S.A.	1,101	bags GIMBI HANDPICKED COFFEE U.G.Q. (ONE THOUSAND ONE HUNDRED ONE BAGS ONLY) xxxx

JOINT EXHIBIT 58

AGENTS

United States Atlantic	Barber Steam[illegible] Lines Inc., New York, N. Y.
United States Gulf	Riehl & Co., Inc., New Orleans, La.
	Stratton Shipping Co., New Orleans, La.
	Middle East Line [illegible]
United States Pacific	Overseas Shipping Company, San Francisco, Calif.
United States Central	Tri Lines, Inc., Chicago, Ill.
Thailand	Ebecott [illegible] Ltd., Bangkok
Philippines	[illegible] Co., Manila
Hong Kong	[illegible] Co., Ltd.
Japan	[illegible] Agencies, Tokyo
Indonesia	Djakarta Lloyd, Djakarta
Singapore	Harrisons & Crosfield (Singapore) Private Ltd.
Ceylon	Harrisons & Crosfield, Ltd., Colombo
Venezuela	Canadian Blue Star Line
	C. A. Venezolana Navigacion, Caracas
	H. Antonio & Co., Cristobal
	Palm Line Agencies of Nigeria, Ltd.
Ivory Coast	Transcap Shipping, Abidjan
Republic of Cameroons	Transcap Shipping, Douala
Sierra Leone	Sierra Leone Shipping Agencies, Ltd., Freetown
Liberia	Paterson, Zochonis & Co., Ltd., Monrovia
Ghana	Elder Agencies (Ghana) Ltd.- Accra-Tema-Takoradi
London	Barber Steamship Lines, Ltd.
Canada (Eastern)	Harms Shipping & Trading Co., Ltd., Montreal
Malaysia (West)	Harrisons & Crosfield (Malaya) Sdn. Berhad
Iran	H. Nahai & Brothers, Teheran, Khorramshahr
Iraq	Iraqi Maritime Transport Co., Basrah
Dubai	Gulf Agency Co.
Saudi Arabia	General Machinery Agencies, Jeddah-Dammam
Sudan	Red Sea Shipping Co. (Sudan) Ltd., Port Sudan-Khartoum
Kuwait	Arabian Seas Shipping Agencies Ltd.
Kenya	Smith Mackenzie & Co., Ltd., Mombasa
Tanzania	The State Trading Corp., Dar es Salaam
South Africa	John T. Rennie & Sons (Pty.) Ltd., Durban
Angola, P.W.A.	Camara & Cia., Ltd., Luanda

Please [illegible] the above Lord. 4/5/71

1. DEFINITIONS.

In this bill of lading the word "ship" shall include the chartered vessel, and any craft, lighter or other means of conveyance owned or operated by the ship, her owner, master, operator, or charterers (unless the context shall show that the owner of any substituted carrier, whether the demise charterer, and if so hereby the time charterer) shall be deemed to act as carrier or bailee. Wherever the master, operator, charterer or owner shall be referred to as carrier or bailee. Wherever the term Merchant occurs in this B/L, it shall be deemed to include the Shipper, the Consignee, the Holder of this B/L, the Owner of the goods.

2. PARAMOUNT CLAUSE.

This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a country where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute issued in a country where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is agreed that the provisions stated in such Act, Ordinance, and rules thereto annexed which may be in effect where this bill of lading is issued

The Carrier shall be entitled to the full benefit of, and shall have all limitations of, or exemptions from liability authorized by the provisions of Sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country where laws shall apply.

3. IDENTITY OF CARRIER AND HIMALAYA CLAUSE.

The contract evidenced by this B/L is between the Merchant and the Owner of the ocean vessel named herein (or substitute) and it is therefore agreed that said Shipowner only shall be liable as Carrier under this contract. If, however, it shall be adjudged that any other is the Carrier, all defenses, including all limitations of and exonerations from liability, provided to the Carrier by law or by this B/L shall be available to such other.

All defenses under this B/L shall inure also to the benefit of the Carrier's agents, servants and employees, and of any independent contractor including stevedores, performing any of the Carrier's obligations under the contract of carriage or acting as bailee of the goods, whether sued in contract or in tort.

For the purpose of this clause all such persons, firms or legal entities as alluded to above shall be deemed to be parties to the contract evidenced by this B/L and the person, firm or legal entity signing this B/L shall be deemed to be their agent or trustee.

4. JURISDICTION.

Unless otherwise herein expressly provided, this Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

5. PERIOD OF RESPONSIBILITY.

If this Bill of Lading is not issued for a shipment to or from U. S. Ports then notwithstanding any other provisions herein, unless to the contrary, the parties to, servants before loading and after discharge, while the vessel is carrying shipment or whether being forwarded by or from the vessel, landed, stored, placed or affixed, or pending transshipment or otherwise, the Carrier has no liability whatsoever for the goods while not on the ship. The Merchant must show the Carrier has no responsibility whatsoever for the goods prior to the loading on and subsequent to the discharge from the Vessel.

6. THE SCOPE OF VOYAGES.

As the vessel is engaged in liner service the Carrier has the right to make any deviations from the direct and intermediate transport from port of loading to port of discharge, the vessel may thus call, or omit to call, at any port for any purpose, whether of the current voyage or of any prior or subsequent voyage. Drydocking and repairs may take place with goods onboard.

7. CARGO IN CONTAINERS.

Goods may be stowed by the Carrier or his agents or servants in containers, and containers whether stowed on, aboard of received fully stowed may be carried out under deck without notice. The Carrier's liability for such carriage shall be governed by U. S. Carriage of Goods by Sea Act or the Hague Rules as defined above notwithstanding the fact that the goods are being carried on deck and the goods shall contribute to General Average and shall receive compensation in General Average.

8. DECK CARGO AND LIVE ANIMALS.

In respect of deck cargo, not covered by clause 7, and live animals the Carrier has no obligation specially to divide the vessel for the reception, carriage and preservation of such cargo and has no responsibility for loss or damage which may be attributable to the carriage on deck or for injury to or illness or mortality of live animals. For any such cause the Carrier shall have the benefit of the defenses and limitations contained in the U. S. Carriage of Goods by Sea Act or the Hague Rules and in no case the Carrier's responsibility shall exceed his responsibility for ordinary cargo according to this B/L. The burden of proving negligence on the part of the Carrier shall be on the Merchant.

9. REFRIGERATED CARGO.

A loading certificate issued by the Classification Society, a Surveyor or any other competent authority shall be conclusive evidence as to the fitness and safety of the beginning of the voyage of the refrigerated cargo installation for the reception, carriage and preservation of refrigerated cargo.

The Carrier shall not be obliged to provide for refrigerated storage ashore.

10. SUBSTITUTION OF VESSEL, TRANSHIPMENT, LIGHTERAGE, ETC.

The Carrier has the right, but no obligation, to carry the goods to their destination by any other vessel than the vessel named herein, either belonging to the Carrier or not, and to tranship, tranship, and may transship, land or store the goods either on the ship or ashore at any place at the Carrier's expense but at Merchant's risk, and may also convey the goods intermediate by land from the vessel at Merchant's risk. In all cases of transhipment, right of Consignee, risk and of storage the Carrier acts as agent for the Merchant only, and is authorized to accept the terms of any warehouseman or carrier, even though less favourable to the Merchant than contained in this B/L.

The responsibility of the Carrier shall be limited to the part of the transport performed on his own vessel and the Carrier shall not be liable for damage or loss occurring by other part of the transport, even if the freight for the whole transport has been included in one sum.

The Carrier DELIVER TO THE UNION [illegible]

[illegible] Sprague Rhodes Commodity Corp.

[illegible] shall be deemed to be discharged from all liability whatsoever, unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

13. NEGOTIABILITY OR FIXING OF THE RIGHTS FOR DELIVERY.

Any [illegible] vessel's arrival at destination [illegible] DELIVERY [illegible] forwarder.

14. ASCERTAINING CHARGES AND DELIVERY OF GOODS. [illegible]

a) Notwithstanding any [illegible] under this contract must be ready [illegible] at the time requested by the Carrier [illegible] LIVING TRUST COMPANY [illegible] shipment are not available the Carrier [illegible] when the vessel [illegible] goods, and the vessel may [illegible] without [illegible] paid.

b) The Carrier [illegible] a crane or a combination for the landing and [illegible] or not anybody or [illegible] the goods as soon as is [illegible] available or not. The [illegible] the goods are ready for delivery, the [illegible] the vessel is ready to unload and [illegible] Sundays and holidays [illegible] any cost in of the part to the contrary. Demurrage may commence without previous notice.

c) If the goods are not taken by the Merchant at the time when the vessel is entitled to call upon him to take delivery or if they are not removed from along side the vessel without delay, the Carrier shall be at liberty at the sole risk and expense of the Merchant to enter the goods in proper them, to land them on to whatever quay or into warehouse or to discharge them into craft and hold them with or without prior notice, advertisement or legal authority and the contract of carriage shall be considered as fulfilled.

d) Notwithstanding any custom of the port to the contrary lighterage whether before loading or in connection with transhipment or discharge is at the risk and expense of the goods even though arranged for by the Carrier or his Agents.

e) The Merchant shall accept his portion of unidentified loose or damaged goods.

f) Should the goods in the Carrier's option be in such condition that he considers it advisable to discharge, tranship, return, remove or destroy them, then he shall be entitled to do so at any port or place. In such case the Merchant shall bear the risk for the goods and the costs directly or indirectly incurred.

g) If delay is caused to the vessel for any reason whatsoever, the Merchant shall pay demurrage at the rate of US $0.35 per gross register ton per day or pro rata for portion of a day and time to count from vessel's arrival whether in berth or not. Time lost in waiting for berth to count as loading (discharging) time.

14. FREIGHT AND CHARGES.

a) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relating to freight and charges in the relevant conference tariff. If no such stipulations exist or are applicable the following clause to apply.

If the currency in which freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be calculated automatically and, immediately increased equivalent to the extent of the devaluation of the said currency.

In case the Carrier has consented to payment in another currency than the governmental currency, then all freight and charges shall subject to the preceding paragraph be paid at the buying rate selling rate of exchange for banker's sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid the rate to be used will be the one in force on the last day the banks were open.

b) Freight to be paid [illegible] without discount and whether prepayable or payable at destination, to be considered as earned on commencement of loading of the goods and not to be returned, the vessel and or goods lost or not. Prepayable freight and charges, if any, shall be paid at the latest upon commencement of loading of the goods and freight and charges, if any, payable at destination, at the latest on the date when the goods are delivered or should have been delivered.

c) No weighing of goods to take place onboard the vessel without permission of the Carrier. Any expenses for weighing onboard as well as extra expenses for discharging and delivery arising or resulting from weighing onboard to be borne by the Merchant, any custom of the port notwithstanding.

d) Goods once shipped cannot be taken away by the Merchant except upon Carrier's consent and against payment of full freight and compensation for any extra expenses through such taking away.

e) All dues, taxes and charges or any other expenses in connection with the goods shall be paid by the Merchant.

f) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any increase of war risk insurance premium and war risk increase of the wages of the Master, officers and crew and fuel and increase of the cost for bunkers and for deviation or delay caused by war or warlike operations or by government directions.

g) The Merchant warrants the correctness of the declaration of contents, insurance premium, weight, measurement or value of the goods but the Carrier reserves the right to have the goods inspected and the weight, measurement or value verified. If on such inspection it is found that the declaration is not correct, then a sum equal either to five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged whichever sum is the smaller, shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated on the B/L as freight payable.

15. LIEN.

The Carrier shall have a general lien upon the goods shipped hereunder (including any containers or other equipment in or on which goods are shipped) in respect of any amount of money which the Merchant is liable to the Carrier. The Carrier shall also be entitled to sell or otherwise dispose of such goods and apply the proceeds towards satisfaction of such liability.

16. AGREED VALUE OF GOODS.

Whenever the value of the goods is less than the [illegible] liability per package or other unit of the goods, the value in the calculation and adjustment of average to which the Carrier may be liable shall be any fair value, if any, which shall be deemed to be the invoice value plus freight and insurance, if paid, irrespective of whether such other value is greater or less.

17. INDIRECT LOSS OR DAMAGE. & RHODES COMMODITY CORP.

The Carrier shall in no circumstances whatsoever be responsible for any direct or indirect loss or damage caused through delay or for any indirect loss or damage caused through physical loss or damage to the goods.

18. AMOUNT OF LIMITATION.

The responsibility of the Carrier shall in no case, whether governed by the U. S. Carriage of Goods by Sea Act, the Hague Rules or not, exceed the amount of $500 —per package or customary freight unit. It is agreed that the word "package" shall include any container, pallet, vehicle, animal, pieces and all articles of any description except goods shipped in bulk.

19. PRESCRIPTION PERIOD.

In any event the Carrier and the Vessel shall be discharged from all liability whatsoever, unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

20. GENERAL AVERAGE AND SALVAGE

General average to be adjusted at any port or place at the Carrier's option and to be settled according to the York—Antwerp Rules 1950. For this purpose the Merchant is bound to declare the value of the goods. Such deposit as the Carrier or his Agent, without prejudice, may require, shall be sufficient to cover the estimated contribution of the goods and any special charges thereon shall, if required, be paid to the Carrier or his Agent prior to delivery and will be placed on the Merchant's account. Such deposit may be invested by the Carrier or his Agent in any form deemed to be in the interests of the Carrier and of the trustee for the Merchant.

In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting in a general average act, the owners of the goods are bound to contribute in general average and shall pay salvage and special charges incurred in respect of the goods. If a salvage service is performed by the Carrier salvage shall be paid for as [illegible] strangers.

21. BOTH TO BLAME COLLISION CLAUSE.

[illegible] Rhodes Commodities Corp.

(This [illegible] of the negligence of the other vessel and of the act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all consequences or liabilities that may arise as a result of such claim. [illegible] Merchant is to give notice in writing to the Carrier within [illegible] days after the time when such claim is made by the owners of the other vessel, or sooner if demand is made on the owners of the goods on account of such claim. [illegible] on behalf of such owners of the goods to the extent of their interest in such claim, or in default of such notice or co-operation the Carrier may compromise such claim on such terms as he may think fit.

22. [illegible] CARRIER.

a) If it is [illegible] LIVING TRUST COMPANY [illegible] or other transport [illegible] any hindrance [illegible] any government [illegible] or authority, risk of capture, seizure, arrest, restraint or detainment, piracy, blockade, riots, civil commotions, [illegible] or any other cause or accident, danger or peril of the sea or other waters, fire, explosion, storm or any other navigational hazard, whether arising from negligence of the servants of the carrier or not, and whether arising before the commencement of the voyage or during the voyage or after the commencement of the voyage, the Carrier shall be at liberty to discharge the goods at any place in any vessel, to tranship, land or deliver the goods at any convenient place, to store the goods at the sole risk and expense of the Merchant and to deliver the goods in accordance with the contract of carriage. The Carrier may also at any time without notice to the Merchant, tranship, land or deliver the goods, or otherwise dispose of the goods in any manner deemed by him to be in the interest of the Merchant, and in such circumstances the Carrier may deal with the goods in such manner as he may think fit and the contract of carriage shall be deemed to be fulfilled. Any additional expenses incurred in so doing shall be borne by the Merchant.

b) The discharge from the ship as provided herein shall be deemed to be a delivery and shall terminate the contract and the Carrier shall accordingly be deemed to have fulfilled the contract. After cancellation or fulfilment the goods shall be at the Merchant's risk and expense.

c) For any service rendered to the goods as herein provided, the Carrier shall be entitled to reasonable compensation.

d) In the event of any deviation by the vessel due to any of the aforementioned causes the Carrier shall be entitled to demurrage payable at the rate of US $0.35 per gross register ton per day or pro rata for portion of a day and time to count from vessel's arrival whether in berth or not. SPRAGUE & RHODES COMMODITY CORP. [illegible] shall be taken into account.

e) The Carrier [illegible]

23. SUEZ CANAL, CAPE OF GOOD HOPE [illegible]

The contractual voyage under this Bill of Lading [illegible] Suez, the Panama Canal, Cape of Good Hope or any other canal or waterways and the route of the vessel is at the discretion of the carrier (whether such route is the shortest or not) and the carrier may change from one route to another at any time.

BEST COPY AVAILABLE

JOINT EXHIBIT 62.

January 4, 1972

Barber Steamship Lines, Inc.
17 Battery Place
New York, N.Y. 10004

Attention: Mr. Otis Herbert

REF.01892

Dear Mr. Herbert:

As per telephone conversation of today between our Mr. Lillis and yourself, we request you to issue a delivery order made out to the order of Carl Borchsonius Co., Inc., for 437 bags of coffee stored in your name in Lehigh Distribution Center -201 Bay Avenue, Port Elizabeth, N.J., ex S.S. "TORONTO" arrived Pier 9A, Brooklyn, New York, 9/4/71. The bags are marked as follows:

AB/DJIMMAS/HANDPICKED/PRODUCE OF ETHIOPIA
CERT. # 5 (3 bags)
" # 6 (105 bags)
" # 7 (178 bags)
" # 8 (139 bags)
" # 9 (12 bags)

These coffees were removed from the Pier in error prior to the longshoremen's strike and were stored in your name. We already sampled these coffees as per your letter to us of 12/6/71 and now wish to take title. Please give this delivery order to the messenger from Wonp Weighing Corp. who is authorized to pick it up. Thank you.

Very truly yours,

CARL BORCHSENIUS CO., INC.

By:

DC:rvm

JOINT EXHIBIT 63.

March 22, 1972

Farber Steamship Lines Inc.
17 Battery Place
New York, N. Y. 10004

Re: Request for Delivery Records

Att.: Mr. W. Westcoff
Claims Department

Gentlemen:

This is to request Delivery Records on our shipments of coffee on your S/S Toronto, which arrived in New York on September 4, 1971; see our list below.

1,670 bags	B/L 6	Djibouti/New York			
1,667 bags	B/L 4	Assab/New York	opt.	Baltimore	
1,667 bags	B/L 3	"	"	"	"
508 bags	B/L 11	"	"	"	"
1,492 bags	B/L 7	"	"	"	"
1,668 bags	B/L 8	"	"	"	"
1,667 bags	B/L 9	"	"	"	"
1,667 bags	B/L 10	"	"	"	"

This will enable us to make our claims on above shipments, so that we would not have to amend them later on.

Looking forward to your kind cooperation and early attention to our request we remain.

Very truly yours,

GANL BAHAMAS CO., INC.

660a

JOINT EXHIBIT 64.

KEYSER B DING
BALTIMORE, MD., U.S.A., 21202

S.S. "TORONTO"

Sept. 28, 1971

acct. no. 570

To BALTIMORE STEVEDORING CO. VO. 10

(INCORPORATED)

DISCHARGING AT BALTIMORE 9/20/71
TO STEVEDORING GENERAL CARGO

S 18514

RATE INCLUDES COST OF SHIPRUNNER, TALLYMAN, RECEIVING & DELIVERY

Revenue Tons, Meas. -0-

Revenue Tons, Wt. 483.41

Total Revenue Tons 483.41 ÷ 23 1/2 Net Gang Hours = 20.57 Tons Per Hour

483.41 Revenue Tons @ $11.61 Per Ton	$5,612.39
OVERTIME DIFFERENTIAL	
21 Gang Hours @ $77.84 per hour	1,634.64
2 Additional Tallymen 16 hours @ $3.54 per hour	56.64
DETENTIONS - WAITING FOR SHIP TO DOCK & BOARD SAME	
3 Gang Hours @ $204.08 per hour	612.24
4 Additional Tallymen 4 hours @ $9.28 per hour	37.12
DETENTIONS - STANDING BY A/C RAIN	
1 1/2 Gang Hours @ $204.08 per hour	306.12
2 Additional Tallymen 1 1/2 hours @ $9.28 per hour	13.92
DETENTIONS - IDLE TIME PER I.L.A. AGREEMENT	
1/2 Gang Hours @ $204.08 per hour	102.04
1 Additional Tallymen 1/2 hours @ $9.28 per hour	4.64
	$8,379.75

PAID CHECK # ASST. No.
SEP 2 0 1971 090 30 570
[illegible] & CO., INC.

COPY

1 lzlm DEFENDANTS' EXHIBIT 65
(PAGES 661a to 735a).

2 UNITED STATES DISTRICT COURT

3 SOUTHERN DISTRICT OF NEW YORK

4 ----------x

5 THE SPRAGUE & RHODES COMMODITY CORP., :

6 Plaintiff, :

7 -against- :

8 SS TORONTO, her engines, boilers, etc., :

9

10 -and against- : 72 Civ. 3294 SJR

11 WILH WILHELMSEN, and BARBER STEAMSHIP LINES, INC., and :

12 BARBER LINES A/S, :

13 Defendants and Third Party Plaintiffs, :

14 -against- :

15 PITTSTON STEVEDORING CORP., :

16 Third Party :

17 Defendant. :

18 ----------x

19 November 15, 1974
10:30 a.m.

20

21

22

23

24

25

2 Deposition of Defendants and Third Party
3 Plaintiffs, by EDMUND J. SCHNEIDER, taken by
4 Third Party Defendant, pursuant to notice
5 dated October 4, 1974, at the offices of
6 Symmers, Fish & Warner, Esqs., 345 Park
7 Avenue, New York, New York, before Leon Zuck,
8 a Certified Shorthand Reporter and Notary
9 Public of the State of New York.
10
11 * * *
12
13
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24
25

2 APPEARANCES:

3 MESSRS. HAIGHT GARDNER POOR & HAVENS
Attorneys for Defendants and Third Party Plaintiffs
4 One State Street Plaza
New York, New York 10004
5 By: ARA SHIMSHIDIAN, ESQ., of Counsel

6 MESSRS. SYMMERS FISH & WARNER
Attorneys for Third Party Defendant
7 345 Park Avenue
New York, New York 10022
8 By: WILLIAM WARNER, ESQ.

9

10 * * *

11

12 IT IS HEREBY STIPULATED AND AGREED by
13 and between counsel for the respective parties
14 hereto that the sealing, filing and certification
15 of the within deposition be waived; that such
16 deposition may be signed and sworn to before any
17 officer authorized to administer an oath; that
18 all objections, except as to form, are reserved
19 to the time of trial; that counsel for third party
20 defendant shall furnish a copy of the within
21 deposition to counsel for plaintiff and counsel
22 for defendants and third party plaintiffs without
23 cost.

24

25 * * *

2 E D M U N D J. S C H N E I D E R, the
3 witness, being first duly sworn by a Notary
4 Public of the State of New York, testified
5 as follows:
6 EXAMINATION BY MR. WARNER:
7 Q Mr. Schneider, will you please state your
8 full name and your home address.
9 A Edmund J. Schneider, 21 Mandeville Drive,
10 Wayne, New Jersey 07470.
11 Q Mr. Schneider, by whom are you employed
12 today?
13 A Barber Steamship Lines, Inc.
14 MR. SHIMSHIDIAN: Off the record.
15 (Discussion off the record.)
16 A Oh, today. I am retired.
17 Q Who was your last employer?
18 A Barber Steamship Lines, Inc.
19 Q And you are appearing here today in behalf
20 of Barber Steamship Lines, you are testifying in
21 behalf of them; is that correct?
22 A That is correct.
23 Q What was your position with Barber Lines?
24 A Claims manager.
25 Q How long had you been claims manager of

2 Barber?

3 A Since September of 1973 until January 31,

4 1974.

5 Q What were your duties as claims manager?

6 A Investigating complaints. Handling claims,

7 settling claims, searching for cargo. Tracing cargo.

8 Checking out receiving of cargo and loading cargo into

9 ships and answering reports to the discharge ports all

10 over the world.

11 Q Did you have anything to do with the placing

12 of insurance?

13 A None whatsoever.

14 Q Who handled that in Barber?

15 A That's all done in Oslo.

16 Q Do you have with you copies of the protection

17 and indemnity policies and charterer's liability

18 policies in force covering or insuring Barber Steam-

19 ship Lines?

20 A No, sir, I do not.

21 MR. WARNER: Do you, Mr. Shimshidian?

22 MR. SHIMSHIDIAN: No, sir, I do not.

23 MR. WARNER: The notice of deposition asked

24 for their production.

25 MR. SHIMSHIDIAN: I don't know if they are

2 or where they are.

3 Q Have you got the insurance records of Barber

4 with you?

5 A No, sir.

6 MR. WARNER: Do you have them, Mr. Shimshidian,

7 the insurance records of Barber?

8 MR. SHIMSHIDIAN: No.

9 MR. WARNER: Where are they? I am referring

10 to the second page of the notice of deposition.

11 MR. SHIMSHIDIAN: I don't know where the

12 insurance records are, if they are or where they are.

13 MR. WARNER: What efforts have you made to

14 produce the documents as requested by the notice?

15 MR. SHIMSHIDIAN: Well, we have contacted

16 Barber Steamship Lines here in New York and we have

17 gotten all the claims files pertaining to the case

18 involving the Release and also the claims files and

19 all other claims and records --

20 MR. WARNER: My question was, what have you

21 done about obtaining copies of all protection and

22 indemnity policies and charterer's liability policies

23 in force to date insuring Barber Steamship Lines,

24 Inc., Barber Lines, A/S, Wilh Wilhelmsen, Fearnley

25 & Eager, Klaveness, A.F. & Co., A/S as set forth at

2 page 2 of the notice of deposition dated 4 October
3 1974?

4 MR. SHIMSHIDIAN: I don't have any -- I
5 don't have those documents and I do not know what
6 efforts have been made from my office to produce
7 those records.

8 MR. WARNER: Would you mind getting on the
9 phone and asking Mr. Corsa or Mr. DeOrchis what is
10 going on. Let's get it on the record.

11 (Pause.)

12 MR. SHIMSHIDIAN: Off the record first --

13 MR. WARNER: Put it right on the record,
14 please.

15 MR. SHIMSHIDIAN: I telephoned Mr. Corsa
16 from my office who advised me that there are no
17 protection indemnity policies here in New York, and
18 no effort has been made to obtain these documents
19 from Norway inasmuch as at a prior examination of
20 Miss O'Keefe, the claims manager for Pittston
21 Stevedores, which I was not there, the question came
22 up between attorneys for Barber and Mr. Warner and
23 that objections were made at that time from either
24 side producing insurance agreements, and furthermore,
25 that the insurance agreements will not be produced

2 at the examination of Mr. Schneider and that we are
3 objecting to the production of them at this time.
4 MR. WARNER: Do I understand you clearly,
5 you will not produce the insurance policies?
6 MR. SHIMSHIDIAN: Today?
7 MR. WARNER: Or at any time. You are
8 making no efforts to get them, you tell me?
9 MR. SHIMSHIDIAN: Yes, that's correct.
10 MR. WARNER: And you are not going to
11 produce them?
12 MR. SHIMSHIDIAN: Not at this time, no.
13 MR. WARNER: When are you going to produce
14 them?
15 MR. SHIMSHIDIAN: As I understand it, this
16 question came up --
17 MR. WARNER: I am asking you pursuant to
18 this notice. There is no agreement between me and
19 your office. I am asking you pursuant to this notice
20 dated 4 October 1974, when are you going to produce
21 the policies?
22 MR. SHIMSHIDIAN: The policies will not be
23 produced. They are objected to. Production is
24 objected to.
25 MR. WARNER: You are, of course, aware of

2 the recent amendments to the federal rules of civil
3 procedure with respect to insurance policies, are you
4 not?
5 MR. SHIMSHIDIAN: I am just aware --
6 MR. WARNER: Would you like me to get the
7 rules? I will get them. Just one second. I will
8 put that in the record.
9 (Pause.)
10 MR. WARNER: I call your attention to
11 Rule 26 of the Rules of Civil Procedure, Subsection B,
12 Section (2) reading "Insurance Agreements."
13 "A party may obtain discovery of the
14 existence and contents of any insurance agreement
15 under which any person carrying on an insurance
16 business may be liable to satisfy part or all of
17 a judgment which may be entered in the action or
18 to indemnify or reimburse for payments made to
19 satisfy the judgment. Information concerning the
20 insurance agreement is not by reason of disclosure
21 admissible in evidence at trial. For purposes of
22 this paragraph, an application for insurance shall
23 not be treated as part of an insurance agreement."
24 And I again ask you to produce the
25 insurance policies.

2 MR. SHIMSHIDIAN: Again, I have to restate
3 my previous statement.
4 MR. WARNER: Well, I will continue with
5 the deposition, provided it is agreed that by my
6 continuing I am not waiving in any shape or form
7 my right to examine Barber Lines with respect to
8 these insurance policies.
9 MR. SHIMSHIDIAN: So agreed.
10 MR. WARNER: If not, you can take your
11 papers and go home and we will go to court.
12 MR. SHIMSHIDIAN: So agreed.
13 I would like to put on the record, too,
14 that Mr. Schneider has testified that he had -- that
15 he was not involved with any insurance agreements
16 for Barber LInes.
17 BY MR. WARNER:
18 Q Who in Barber was involved in insurance
19 agreements, if anyone?
20 MR. SHIMSHIDIAN: If you know.
21 A I don't know of anyone.
22 Q You are aware, of course, Mr. Schneider,
23 that your company has sued my client?
24 A Yes.
25 MR. WARNER: You have some documents here.

2 What are these in response to? What have you got
3 here? You don't have insurance records. Do you
4 have claim records?
5 MR. SHIMSHIDIAN: We have contacted Barber
6 Lines and they have forwarded to our office claims
7 records, delivery receipts and all the records that
8 they have pertaining to the cargo matters described
9 in the Release as set forth in your notice.
10 I contacted Mr. Paterson, who is the present
11 claims manager, and he forwarded these papers before
12 us to our office on November 13th.
13 MR. WARNER: What have you got that relates
14 to the third party Complaint, which is the subject of
15 this deposition, namely, the TORONTO?
16 MR. SHIMSHIDIAN: I think you should be a
17 little more specific on that.
18 MR. WARNER: You have sued my client, the
19 Sprague & Rhodes claim which apparently involves a
20 vessel called the TORONTO. I am asking you for the
21 documents relating to that claim that your client has.
22 MR. SHIMSHIDIAN: Well, we have documents
23 here in the file which have been previously marked
24 as far as I could see from the --
25 MR. WARNER: Let's have them. Let's get

2 them out here and look at them.

3 Q Mr. Schneider, are you familiar with the

4 Complaint that's the subject of this deposition today,

5 have you seen it?

6 A Yes.

7 Q What was your first information or your

8 first contact with the claim of Sprague & Rhodes

9 Commodity Corporation?

10 A It was a claim for -- in the vicinity of

11 about $40,000 representing a loss in the neighborhood

12 of 200 bags of coffee, and I believe, if my memory

13 serves me correctly, the delivery record indicated a

14 shortage of about five or six bags.

15 Q What was your first contact? How did it

16 come to your attention? By a telephone call, a

17 letter, a notice of claim, what did you get?

18 A I believe it was a claim. A formal claim.

19 Q Can you locate the claim for us? When did

20 the claim first come to your attention, Mr. Schneider?

21 A Here is a letter written by The Sprague &

22 Rhodes Commodity Corporation to our inward freight

23 department advising them that of 2,039 bags out of

24 2,099 bags on the above-captioned shipment --

25 apparently it was shipments, were weighed on the

2 dock and supposedly picked up by Davidson Transfer &
3 Storage Company for storage at Lehigh Distribution
4 Center, Elizabeth, New Jersey, and they had made
5 various attempts but as of the 15th of October, only
6 928 bags have been accounted for at the warehouse
7 with the status of the balance still unknown.
8 Q What's the date of this letter?
9 A October 15, 1971.
10 Q May I see it?
11 This is the first information that you had
12 of the subject matter of the Complaint?
13 A That would appear to be, yes.
14 MR. WARNER: Mr. Reporter, may we please
15 have this marked as Pittston Exhibit 1 for
16 identification.
17 (Copy of letter dated October 15, 1971
18 from The Sprague & Rhodes Commodity Corporation
19 to Barber Steamship Lines marked Third Party
20 Defendant Pittston Exhibit 1 for identification.)
21 BY MR. WARNER:
22 Q How did this letter come to your attention?
23 A In all probability it was referred to me by
24 the inward freight department. Mr. Otis Herbert. He
25 is in with the inward freight department.

Q When you received the letter, what if anything did you do?

A Offhand I don't know at this time.

Q Did you reply to the letter?

A I don't know.

Q Is there anything in the file here that may refresh your recollection?

MR. SHIMSHIDIAN: What's the date?

THE WITNESS: October 15 --

MR. WARNER: 1971.

Q You referred to the Lehigh Distribution Center in Elizabeth, New Jersey. Can you briefly describe what the Lehigh Distribution Center is?

A I'm not familiar with them.

Q You have never been there, never seen it?

A No, sir, never seen it.

Q Who is Davidson Transfer & Storage Company?

A I'm not familiar with that outfit.

Who is W. S. Force & Co.?

A They are a weighing outfit.

Q What does a weigher do?

A He samples and weighs bags of coffee on the pier.

Q On the pier?

2 A On the pier.

3 Q Is he employed by Barber or by the owners

4 of the cargo?

5 A Owners of the cargo.

6 Q Does he submit any reports to Barber directly?

7 A None whatsoever.

8 MR. SHIMSHIDIAN: I don't seem to see a

9 reply, at least to that letter.

10 Q Can you tell us from your records when the

11 TORONTO arrived at New York?

12 A It could possibly be about September 5, 1971.

13 Q Where did she dock in New York?

14 A 9-A, Brooklyn.

15 Q You have testified that you don't have any

16 recollection as to what you did upon receipt of this

17 letter, which has been marked Pittston Exhibit 1 for

18 identification.

19 A At this time I do not.

20 Q In the normal course of events, if you

21 received a letter such as this, what was your practice?

22 A I would automatically call the pier and ask

23 what the records indicate, the delivery records.

24 Q Whom would you call at the pier?

25 A The delivery clerk.

2 Q Is he employed by Barber?

3 A Yes. No EJB

4 Q What does a delivery clerk do?

5 A He obtains the -- when a trucker or a

6 lighter captain comes in, he examines the delivery

7 orders and then he issues a note to checkers to check

8 out so many bags or so many cases or so many packages,

9 whatever the situation may be, and when they have

10 checked the number of packages involved, then they

11 come with the tally to him and he writes it up in

12 the delivery of the truck or the lighter captain

13 signs the delivery book.

14 Q Is this with reference to specific bags and

15 cases with definite numbers?

16 A Yes.

17 Q I don't want to misunderstand you. You

18 say the delivery clerk is an employee of Barber?

19 A That's correct. not correct EJB

20 Q He is not employed by Pittston?

21 A No. He is employed by Barber. Pittston EJB

22 MR. SHIMSHIDIAN: Do you want to ask him

23 who the delivery clerk's name was?

24 Q Who was the delivery clerk, if you recall?

25 A I wouldn't know offhand.

2 MR. SHIMSHIDIAN: Off the record.

3 (Discussion off the record.)

4 BY MR. WARNER:

5 Q We have this letter of October 15th, Exhibit

6 1 for identification. What is the next reflection in

7 your files of the bags of Ethiopian coffee which are

8 the subject of this lawsuit?

9 (Discussion off the record.)

10 Q We have been off the record, Mr. Schneider,

11 and I understand you maintained your own file on the

12 TORONTO coffee claim and that that is not here with

13 you today.

14 A It appears that way, yes.

15 Q You testified you would have spoken to the

16 delivery clerk. What else would you have done, if

17 anything?

18 A I would find out from the delivery clerk

19 what his records would indicate. I'm not too sure at

20 this time what his response was. And then too, if

21 there was a shortage, if they had any bags of coffee

22 on the pier. I'm not sure of that, as to what his

23 response was.

24 Q In the normal course of events, would you

25 reply to a letter such as this?

2 A Yes, I would.

3 Q Have you any further recollection of this --

4 we have the letter and what you normally would have

5 done. Have you any recollection at all beyond that

6 as to what transpired?

7 A No. Not at this time.

8 MR. WARNER: Do you have any other docu-

9 ments relating to the TORONTO, Mr. Shimshidian?

10 MR. SHIMSHIDIAN: Yes, I have quite a few

11 that have been previously marked, it appears.

12 MR. WARNER: Perhaps if you showed them to

13 the witness, it might refresh his recollection.

14 MR. SHIMSHIDIAN: We have the bills of

15 lading --

16 MR. WARNER: Show him everything you have.

17 Maybe it will refresh his recollection.

18 THE WITNESS: Do you have a delivery book

19 there?

20 MR. SHIMSHIDIAN: Two books.

21 A According to the delivery book, which I have

22 here, Assab Optional New York Baltimore Building #5

23 called for 998 bags of coffee.

24 Q What does the delivery book recite was

25 delivered?

2 A Called for 998 bags of coffee. The book
3 reads for 1,000 bags and 998 bags were delivered, and
4 Assab Optional New York Baltimore Building #6 called
5 for 1,101 bags and it would indicate that -- it looks
6 like 1,137 bags were delivered.
7 Wait a minute now, I'm sorry. This is all
8 wrong.
9 It would appear that 1,095 bags were
10 delivered, or six were undelivered.
11 Q On the previous delivery that you are looking
12 at --
13 A That was #5.
14 Q How many were not delivered?
15 A They have two open here.
16 Q Two open, two were not delivered?
17 A That's right. But what I cannot understand
18 here, the bill of lading calls for 998 bags, but on
19 the record here, they show they have added it up to
20 1,000 bags. It should be only for 998 bags.
21 MR. SHIMSHIDIAN: You are taking it from
22 here. These are the actual deliveries, though. You
23 are just reading from here. Why don't you look at
24 the actual deliveries. Count up the actual deliveries.
25 THE WITNESS: Actual deliveries were 998 bags.

2 Q Who took delivery of the bags, can you tell
3 from the document that you are examining?
4 A Yes. It looks as if Davidson Transport
5 took delivery on September 27th of 345 bags. On
6 September 28th they took delivery of 326 bags. And
7 on September 28th, they took another 327 bags. That
8 was all with respect to Bill of Lading Number 5.
9 Q Is the document that you are examining now,
10 does that recite the marks and numbers of the bags
11 that were delivered?
12 A No. This is just the receipt, the receipt
13 of the drivers.
14 Q Is there any description of the marks and
15 numbers on the delivery order?
16 A No. It's on the dock receipt itself.
17 Q Do you have the dock receipt here?
18 A No, I do not have the dock receipt.
19 MR. SHIMSHIDIAN: Dock receipt --
20 Q Delivery order.
21 A I have the delivery record here.
22 Q Do you have the delivery order here?
23 MR. SHIMSHIDIAN: No. I believe the
24 delivery order was lodged with the stevedore.
25 THE WITNESS: It would be.

2 MR. WARNER: You don't have it?

3 MR. SHIMSHIDIAN: No. It's not customary,

4 I believe, for the carrier to keep it.

5 BY MR. WARNER:

6 Q What was your next contact, if any, with

7 the TORONTO coffee that we have been looking into

8 today?

9 A Well, according to the file, it appears

10 that Chubb --

11 MR. SHIMSHIDIAN: Mr. Schneider said he

12 doesn't have his file with him now. We have another

13 file in here which is not his file, so I don't know

14 what --

15 MR. WARNER: Do you have anything in there

16 that will refresh his recollection? Will you please

17 produce it and give it to him?

18 THE WITNESS: I have a claim here from

19 Chubb & Sons dated January 26, 1972 for a shortage

20 of 755 bags of coffee in the amount of $40,908.29.

21 Q What did you do about that, if anything?

22 A I have every reason to believe that I first

23 declined this claim pointing out that our delivery

24 records indicated only six and two were open and not

25 755 bags were open.

2 Q What did Chubb say to that?

3 A I don't have a file here, but evidently they

4 must have refiled it, and then I have reason to

5 believe that Bingham Englar & Jones filed a claim

6 and when they did that, I sent it over to Shipowners.

7 Q Who are Shipowners?

8 A Shipowners Claims Bureau. They are the

9 New York representatives of the club in which the

10 vessel was entered.

11 Q What is a club?

12 A Skuld. It is a P & I -- they cover the

13 P & I of the vessel.

14 Q P & I is liability insurance?

15 A That's right. In Oslo.

16 Q P & I is liability insurance of the owner

17 for claims such as cargo?

18 A That's right. Taken out by the owners in

19 Oslo with the Skuld. The head office is in Oslo and

20 Shipowners Claims Bureau are the New York representa-

21 tives of Skuld.

22 Q You sent it on to them. What happened

23 after that, if anything?

24 A I believe they, in turn, sent it over to

25 Haight's office.

2 Q Did you have any telephone conversations
3 with Chubb and point out to them that your records
4 reflected that virtually all of the bags of coffee
5 had been delivered?
6 A At this time I don't know.
7 Q No recollection?
8 A I don't know.
9 Q You may have some notes in your file that
10 you kept?
11 A It could have been but I'm not too sure at
12 this time.
13 Q After the matter was sent by Shipowners to
14 Messrs. Haight for defense, did you have anything
15 else to do with the claim?
16 A No, I did not.
17 Q When did you first hear of it since that
18 time? Today?
19 A Today, yes. Well, this week.
20 Q This week.
21 A I was asked to come in and give a deposition.
22 MR. WARNER: Well, since the witness
23 doesn't have his file here, I will leave the TORONTO
24 aspect of this thing and go on to other matters.
25 Again, when the file is located, I would like to talk

2 to the witness with respect to his file.

3 MR. SHIMSHIDIAN: Before you go ahead, I

4 would like to have the delivery receipts marked.

5 MR. WARNER: All right.

6 When you stamp those, stamp the back,

7 Mr. Reporter. We can give them the next consecutive

8 numbers.

9 MR. SHIMSHIDIAN: The delivery receipts --

10 MR. WARNER: I think the bill of lading is

11 in already.

12 MR. SHIMSHIDIAN: The bill of lading is

13 in already.

14 MR. WARNER: Off the record.

15 (Discussion off the record.)

16 (Delivery receipt of Pittston Stevedoring

17 Corp., page 89, marked Third Party Defendant

18 Pittston Exhibit 2 for identification.)

19 (Delivery receipt of Pittston Stevedoring

20 Corp., page 90, marked Third Party Defendant

21 Pittston Exhibit 3 for identification.)

22 BY MR. WARNER:

23 Q Mr. Schneider, will you please look at 2

24 and 3. In the lower left-hand corner there appears

25 a stamp, there appears to be a rubber stamp in a box,

2 Barber Steamship Lines, Inc., Claim Number CRSE-11.
3 What doe that mean?
4 A That's the code for that particular service,
5 claim code, and 11 is the claim number, and 3046 is
6 the voyage number of the TORONTO.
7 Q What is CRSE? Is it an abbreviation for
8 something?
9 A Just a code. CRSE -- in other words, it's
10 a Red Sea service. In other words, it's a claim of
11 the Red Sea service. CRSE is a code for that service.
12 It's the homeward code.
13 Q Did you, Mr. Schneider, have anything to do
14 with claims against Pittston Stevedoring Corporation
15 in 1972?
16 A Yes.
17 Q What was your role, what did you do?
18 A Well, if there were claims which I had which
19 I thought were of a nature that were against Pittston,
20 I would file them against Pittston, attention
21 Miss Margaret O'Keefe.
22 Q How would you do that, write her a letter,
23 pick up the phone?
24 A No, write her a letter.
25 Q Did there come a time when the claims would

2 be settled, negotiated settlements?

3 A Some of them were. A lot of them were left

4 in abeyance.

5 Q What did you do about that?

6 A Well, finally I made a listing of a lot of

7 claims which were outstanding and for the very reason

8 that we were giving up their services, and I was asked

9 to make a listing of the claims which were outstand-

10 ing and which I did make up a pencil copy and I sent

11 it in to Captain Sohoel. I sent a copy of it to

12 Shipowners Claims Bureau.

13 Q Do you have a copy of that list you just

14 testified with respect to?

15 A Yes.

16 Q Do you have it before you?

17 A Yes.

18 MR. WARNER: May we have that marked.

19 THE WITNESS: May I also mention at this

20 time that subsequent to making this up, I sent out

21 -- sent over four or five additional claims -- maybe

22 six or seven, I don't know at this time, to Messrs.

23 Haight for including against Pittston.

24 MR. WARNER: Please mark it. A sheaf of

25 documents consisting of 13 pages.

2 (Sheaf of documents consisting of
3 13 pages marked Third Party Defendant
4 Pittston Exhibit 4 for identification.)
5 BY MR. WARNER:
6 Q Mr. Schneider, I show you Pittston Exhibit 4
7 for identification, and I ask you to examine it and
8 then tell me whether or not the claim which is the
9 subject of the action in which you are testifying here
10 today is spelled out anyplace in those 13 pages.
11 A No, it's not.
12 Q Why not?
13 A It was apparently over in Shipowners or in
14 Haight's office at the time.
15 Q Well, you had notice, I think you said that
16 you got this letter from Sprague & Rhodes and you also
17 had -- that's Exhibit 1 for identification -- and that
18 you also heard from Chubb.
19 A Yes.
20 Q But you didn't set it forth in the schedule
21 of claims that you have there. I'm asking you for
22 what reason did you not set it forth there on that
23 schedule?
24 A Well, for the very reason that it was over
25 at Shipowners or it was in Haight's office, the file.

2 Q I see.

3 And once -- in a sense it was out of your

4 jurisdiction?

5 A That's right. Once it was over at the club

6 or Haight's office, I would have nothing to do with it.

7 Q Did you have any communications, any letters

8 with anyone with respect to this list you made?

9 A Yes, I sent --

10 MR. SHIMSHIDIAN: Refer to that first.

11 A On August 1st our executive vice president,

12 Mr. Shields, sent me a memorandum and he said:

13 "As you know, our contract with the above

14 firm will terminate on September 30th and thereafter

15 our stevedoring/terminal work will be done by the

16 McGrath Corporation.

17 "In view of the above, it is rather urgent

18 that you prepare a resume showing the status of all

19 outstanding claims which you have against the Pittston

20 Corporation in order that these be received and

21 possibly concluded before the termination of their

22 contract."

23 MR. WARNER: May we have that document

24 marked for identification.

25 (Office memorandum on yellow paper dated

2 August 1, 1972 from W. J. Shields marked
3 Third Party Defendant Pittston Exhibit 5
4 for identification.)
5 BY MR. WARNER:
6 Q After you received this memo, Mr. Schneider,
7 what did you do?
8 A I made this list up. I checked all the
9 files over which I could.
10 Q The list which is marked as Exhibit 4?
11 A Yes.
12 Q What happened after that?
13 A After that I wrote to Captain H. Sohoel with
14 a carbon copy to Mr. Shields and a carbon copy to
15 Mr. Schattin, he is our treasurer, to the effect
16 that referring to our conversation I enclose a
17 listing of the claims which are outstanding, and I
18 made typewritten copies of this and gave him a copy
19 of this.
20 Q Then what happened, Mr. Schneider?
21 A Then I sent, I believe, a copy of it to
22 Shipowners Claims Bureau and then I sent the files
23 to Haight's office on October 3rd.
24 Q You sent the schedule and the files as well?
25 A I believe I did, yes.

2 Q Do you have a copy of your letter to Haight?

3 A Yes. Do you want the copy of this?

4 MR. WARNER: That's Pittston Number 2,

5 Exhibit 2 for identification in Mr. DeOrchis'

6 deposition.

7 Q You are talking about a letter of October 3,

8 1972?

9 A Yes.

10 Q Then what did you do, if anything?

11 A I just sat back.

12 Q That was the end of it as far as you were

13 concerned?

14 A That's it. That's it.

15 Q Prior to your --

16 A Pardon me. In addition to that list, as I

17 said before, I wrote three or four or five times

18 subsequently sending additional claims.

19 Q To Messrs. Haight?

20 A To Messrs. Haight.

21 Q Did you have anything to do with the with-

22 holding of funds from Pittston Stevedoring?

23 A No, sir, I did not.

24 Q Did you know anything about it?

25 A No, sir, I did not.

2 Q You were not aware in October 1972 that
3 Barber was withholding approximately $100,000 from
4 Pittston?
5 A I saw something in the cable but I was
6 unaware of it.
7 Q What cable are you referring to?
8 A This is a cable we got from owners in Oslo.
9 It says:
10 "Urgent for Mr. Sohoel: Quote settlement
11 Pittston Skuld asking our approval of agreement
12 reached by Haight/Shipowners Claims Bureau with
13 Pittston regarding recovery of claims calling for
14 compromise in the amount of dollars 45,000, stop,
15 we in principle find this satisfactory however some-
16 what confused by following which we quote from telex
17 between SCB/Skuld quote Pittston pressing severely
18 for settlement at dollars 45,000 thereby permitting
19 collection of dollars 75,000 being held by owners
20 unquote, stop, we are unable to recognize amount of
21 75,000 as we believe dollars 86,000 withheld for
22 claims which case release to Pittston should only
23 amount to dollars 41,000 if anything, stop, please
24 clarify soonest with your recommendation for our
25 reply Skuld unquote."

2 Q How did you reply to that?

3 A And on the 10th --

4 Q 10th of what month and year?

5 A Cable was sent to --

6 MR. SHIMSHIDIAN: What month?

7 A November 10th.

8 MR. SHIMSHIDIAN: '72?

9 A '72, re settlement Pittston/Skuld reference
10 your telex 11/10/72 have mailed you full report dated
11 11/8/72 explaining all outstanding items of Pittston's
12 account as per 11/6/72 in which we recommend settle-
13 ment of claims as agreed by SCB/ Pittston. For your
14 guidance we will settle unpaid stevedoring bills for
15 dollars 75,000 against a check from Pittston in the
16 amount of dollars 45,000 as settlement of outstanding
17 cargo claims as Pittston pressing for money please
18 give yours/Skuld's comments by Monday.

19 That was the direct message from owners in
20 Oslo.

21 Q What did you hear in reply to that?

22 A On the 13th, this is from Oslo, they had
23 your letter November 8th received today and presume
24 SCB now in possession of Skuld's approval of claim
25 settlement to which we no objection, stop, will do

2 utmost give you an early reply on other question for
3 settlement raised in your letter and hope owners
4 willing settle matter one way or other, stop, HD
5 checked matter re terminal and he presumes our telex
6 11/8 gives the explanation from AQM your letter under
7 reference was apparently written before receipt of
8 said telex, stop, our telex of 11/2 is reply to
9 Pittston's letter of 10/29 and refers to billing
10 rate, repeat billing rate, as of 7/1. If anything
11 still unclear, suggest you discuss matter with HD
12 on phone who quite up-to-date on figures, et cetera,
13 stop.
14 Q You have been making reference to a letter.
15 Do you have a copy of the letter?
16 A No, I don't.
17 Q Who has that?
18 A That would be apparently Captain Sohoel.
19 MR. SHIMSHIDIAN: What date was that letter?
20 THE WITNESS: November 8th.
21 MR. SHIMSHIDIAN: I don't have a letter --
22 THE WITNESS: I believe it is Sohoel's
23 letter. He would be the one that would write that
24 letter.
25 MR. SHIMSHIDIAN: I don't see anything in

2 our correspondence reflecting a letter of November 8th
3 written by Captain Sohoel.
4 THE WITNESS: I don't think he would be
5 dealing much on claims at all.
6 MR. WARNER: Obviously he was mixed up in
7 this Release bit here and the letter is --
8 MR. SHIMSHIDIAN: I have a letter of
9 November 8th which our office wrote to Pittston.
10 I don't know if that's what's referred to in this
11 telex, to answer your question, Mr. Warner.
12 MR. WARNER: May we have these two telexes --
13 MR. SHIMSHIDIAN: Three.
14 MR. WARNER: May we have them marked for
15 identification.
16 Message Number 7 from Barber, Oslo, 1:30 p.m.,
17 November 10, 1972, purporting to be a telex.
18 (Message Number 7 from Barber, Oslo,
19 1:30 p.m., November 10, 1972, marked Third
20 Party Defendant Pittston Exhibit 6 for
21 identification.)
22 MR. WARNER: Message Number 1 for Barber,
23 New York, 11/10/72, 1400 hours.
24 (Message Number 1 for Barber, New York,
25 11/10/72, 1400 hours, marked Third Party

2 Defendant Pittston Exhibit 7 for identification.)

3 MR. WARNER: Message Number 2 for Barber,

4 New York, 11/13/72, 1615 hours.

5 (Message Number 2 for Barber, New York,

6 11/13/72, 1615 hours, marked Third Party

7 Defendant Pittston Exhibit 8 for identification.)

8 MR. WARNER: I'm referring to Pittston

9 Exhibit 6 for identification. It states:

10 "Have mailed you full report dated 11/8/72

11 explaining all outstanding items of Pittston's account

12 as per 11/6/72 in which we recommend settlement of

13 claims as agreed by SCD/Pittston."

14 Again I ask you to produce the full report

15 dated 11/8/72, Mr. Shimshidian.

16 MR. SHIMSHIDIAN: Again I repeat that I

17 don't have Barber's file -- strike that, I'm sorry.

18 Well, let me ask the witness a question.

19 Reference to "I have mailed you full report."

20 Did you make out this telex?

21 THE WITNESS: No, I did not.

22 MR. SHIMSHIDIAN: Who made out this telex,

23 do you know?

24 THE WITNESS: I would have reason to believe

25 it was Captain Schoel.

2 MR. SHIMSHIDIAN: Is he still employed by
3 Barber?
4 THE WITNESS: Yes, as far as I know.
5 MR. WARNER: Since this witness doesn't
6 know, will you produce Captain Sohoel?
7 MR. SHIMSHIDIAN: With respect to this --
8 MR. WARNER: Definitely. I want to see the
9 report. Directly relates to this so-called Release.
10 Certainly it's within the scope of my notice to
11 produce.
12 MR. SHIMSHIDIAN: Can I make a suggestion
13 instead of producing the witness because I don't
14 know of his availability, if we get a copy of the
15 report, to send you a copy of the report?
16 MR. WARNER: I have to talk to somebody
17 about it.
18 You know, the last deposition -- off the
19 record.
20 (Discussion off the record.)
21 MR. SHIMSHIDIAN: Put it on the record
22 that with respect to Pittston's Exhibit Number 6
23 in which Mr. Schneider testified that he has reason
24 to believe that it was Captain Sohoel who mailed a
25 full report dated November 8, 1972, the undersigned

2 will contact Barber Steamship Lines and produce
3 Mr. Sohoel for examination and also to determine
4 whether he has his report.
5 THE WITNESS: Captain Sohoel.
6 MR. SHIMSHIDIAN: Captain Sohoel.
7 MR. WARNER: So there will be no confusion,
8 Mr. Shimshidian, our notice of deposition requires
9 the production here of all records, communications,
10 correspondence and material concerning the Release.
11 Now, here is a critical letter that's
12 referred to in telexes and it's not here today, and
13 I do hope that you are not construing our notice to
14 restrict the production of documents to those that
15 Mr. Schneider may control. They mean anyone in
16 Barber Lines or any one of the third party claimants.
17 MR. SHIMSHIDIAN: I will so agree that in
18 addition to contacting Captain Sohoel, I will ask
19 him to produce from other people in the employ of
20 Barber Lines any files, documents, et cetera which
21 they may have relating to the subject matter of the
22 suit.
23 MR. WARNER: And the Release.
24 MR. SHIMSHIDIAN: And the Release, right.
25 Off the record.

2 (Discussion off the record.)

3 BY MR. WARNER:

4 Q Mr. Schneider, did you -- we have gotten the

5 telexes now -- what next did you have to do with the

6 Release business?

7 A Well, finally a check was received by

8 Captain Sohoel together with a Release with respect

9 to these claims listed -- in connection with those

10 claims listed, and I, in turn, sent a memorandum to

11 our accounting department telling them to credit the

12 owner's account. That was it.

13 Q Do you have a copy of that memo?

14 You can't find the memo?

15 MR. SHIMSHIDIAN: Not in the papers we have

16 before us.

17 Could it have been in that other folder we

18 can't locate?

19 THE WITNESS: No, it would be in the

20 general folder.

21 MR. SHIMSHIDIAN: But this is all we have.

22 This is the TORONTO case.

23 THE WITNESS: It would be a memorandum to

24 the accounting department enclosing the check for

25 the amount, whatever was involved.

2 Q You referred just a moment ago to receiving
3 a copy of the Release.
4 A Yes.
5 Q You were referring to a Release dated the
6 13th of November and signed by Mr. M. E. DeOrchis?
7 A Yes.
8 Q Who authorized Mr. DeOrchis to execute the
9 Release?
10 MR. SHIMSHIDIAN: If you know.
11 A I'm not familiar with that angle of it.
12 Q You had no communications with Mr. DeOrchis
13 with respect to the execution of the Release?
14 A No, I did not.
15 Q Do any of the papers, any of the files that
16 you have before you show who authorized Mr. DeOrchis
17 to sign the Release?
18 A No, sir, they do not.
19 Q Who in Barber would know the answer to the
20 question that I put to you?
21 A At this time I do not know.
22 Q Well, at the time that you were with Barber
23 Lines, who would have been the one in New York who
24 would have had the authority to issue such instructions?
25 A This is off the --

2 MR. SHIMSHIDIAN: Don't put anything off
3 the record. Do you know who would have authorized
4 Mr. DeOrchis to sign the Release, do you know?
5 THE WITNESS: I do not know. I do not know.
6 I do not know.
7 Q Who in Barber Lines would have such authority
8 when you were there?
9 A I gather Mr. W. J. Shields, our executive
10 vice president in conjunction with Captain Sohoel.
11 I am only assuming now.
12 Q When you received the Release, did you
13 examine it? Look at it?
14 A Yes.
15 Q How did it come to you, from whom?
16 A From Captain Sohoel.
17 Q And you have not seen any written communica-
18 tions relating to the instructing of Mr. DeOrchis to
19 execute the Release?
20 MR. SHIMSHIDIAN: Do you understand the
21 question?
22 THE WITNESS: I would like to have it
23 repeated, please.
24 MR. WARNER: Give it back to him, please.
25 (Question read.)

2 A No.

3 Q In none of the files that are before you?

4 A No.

5 Q Who is Mr. Dalberg?

6 A He was in the accounting department.

7 Q In what department is Captain H. S. Sohoel,

8 S-o-h-o-e-l?

9 A I would say he is in operations.

10 Q Would operations include stevedoring?

11 A Yes.

12 Q Did you have any communications with anyone

13 in Pittston regarding these claims other than

14 Miss O'Keefe?

15 A No. Just Miss O'Keefe.

16 Q Did you discuss any of these claims with

17 anyone in Shipowners Claims Bureau?

18 A No.

19 Q Did you receive a letter from Messrs. Haight

20 dated 13 November 1972 relating to the claims against

21 Pittston?

22 MR. SHIMSHIDIAN: When you say you, do you

23 mean the office or Mr. Schneider directly?

24 Q Did the office get it? Did he get it?

25 A There was a letter received by Barber Lines,

2 attention Captain A. Sohoel, enclosing copy of
3 Pittston's letter and a check.
4 Q And that's the check and the letter that
5 came to you and you, in turn, sent that to the
6 accounting department?
7 A Yes.
8 Q Do you have a copy of the letter before you?
9 A Yes.
10 Q Can you explain the second paragraph which
11 begins, "Miss O'Keefe is concerned about your dis-
12 covering any additional claims," can you give us any
13 additional background?
14 A As I said before, after I made this pencil
15 list up, I found four or five other claims which
16 after I had made the list up and I sent the claims
17 to Haight's office, I subsequently forwarded them,
18 maybe one at a time or two at a time, additional
19 claims. That's what they are referring to.
20 Q Did you have anything to do with the agree-
21 ment that November 13, 1972 would be the cutoff date?
22 A No, sir.
23 Q You did not participate in any way, shape
24 or form in that decision?
25 A No, sir.

2 Q Who did in Barber, if you know?

3 A I don't think anyone did.

4 Q Where was it done?

5 A By Messrs. Haight.

6 Q Did Shipowners Claims Bureau participate in

7 that decision?

8 A I'm not familiar with that.

9 Q Have you discussed it with anyone?

10 A No, sir.

11 Q Before or after?

12 A No, sir, I did not.

13 Q Did you have anything to do with the TORONTO

14 claim after suit was brought by Bingham, aside from

15 what you have already testified that you sent it to

16 Shipowners Claims Bureau?

17 A No, sir.

18 Q That was the end as far as you were concerned?

19 A Yes.

20 Q As far as you know, did anyone in Barber

21 have anything to do with it?

22 A No, sir.

23 Q Did you send a file to Haight's office along

24 with the summons and the Complaint or to Shipowners and

25 Claims Bureau in the first instance?

2 A I sent it to Shipowners and Claims Bureau
3 and Shipowners and Claims Bureau sent it to Haight's
4 office.
5 Q Have you got a copy of the covering letter
6 that you sent to Shipowners Claims Bureau with the
7 claim?
8 A Unfortunately I can't find our file.
9 Q In the normal course of events, the marshal
10 comes into your office and serves you with a summons
11 and Complaint and you write a letter to Shipowners
12 and say, we have received this and do you also send
13 along with it all the papers and documents that you
14 have --
15 A No, in all probability the claim was already
16 sent to Shipowners and then I would follow it up, if I
17 got the summons and Complaint, then I send that along
18 making reference to the file. Because you can see on
19 this claim reference here, this was -- it was given a
20 claim reference, CRSE-11.
21 Q Is it your normal practice, talking now
22 about Barber, when you receive a claim, that you
23 advise Shipowners that you received a claim?
24 A I don't understand you.
25 Q Let us take the TORONTO. You got a letter

2 from Chubb saying you owe us forty some thousand
3 dollars for a short delivery. You received that.
4 What I'm asking you -- you can't find your
5 file, but if you receive a claim for $42,000, do you
6 promptly notify Shipowners Claims Bureau that you
7 have received such a claim?
8 A I think in the first instance, what I would
9 do first would be to look at the delivery records and
10 then point out to the claimant that -- I don't know
11 what they are talking about for the very reason that
12 the records indicate there were only six and two open
13 and not 700 and -- between 7, 800 bags open.
14 Q I understand, Mr. Schneider, but what I am
15 getting at is, what has to occur before you notify
16 Shipowners?
17 A When there is a claim and it looks like a
18 good claim, then I send the documents to Shipowners.
19 If it's over a thousand dollars.
20 Q But you can't tell because you don't have
21 your file here when you advised Shipowners --
22 A I don't have it here. I have reason to
23 believe I may have written to Chubb pointing out
24 that our records indicate a shortage of only a total
25 of about eight or nine bags or eight bags here

2 instead of the seven hundred some odd bags which they
3 claimed, and I may have sent them photostats of the
4 delivery records.
5 I'm not too sure. I usually do that.
6 MR. SHIMSHIDIAN: Mr. Warner, there is a
7 letter in the file which is very hard to make out
8 from Barber to Shipowners.
9 MR. WARNER: I suppose the only thing we
10 can do is wait until we get a clearer copy. Perhaps
11 Shipowners will produce their copy.
12 This appears to be a letter dated August 14,
13 1972. It didn't Xerox well.
14 Q Who handled the Barber Line matters at
15 Shipowners, such as the type we have here today?
16 A Well, I have had about three or four men
17 under me and any of us would handle it, but I have
18 reason to believe that I handled this claim
19 exclusively.
20 Q No, who in Shipowners was my question. Who
21 would you write to?
22 A It could be maybe Mr. Wolfson or maybe one
23 of the others there. It could have been Mr. Wolfson
24 or one of the others, but I have reason to believe
25 it was Mr. Wolfson.

2 Invariably when I send a summons or any
3 other legal documents, I invariably send them directly
4 to the attention of Sidney Wolfson.
5 Q Earlier today you produced the delivery book.
6 How did that come into the possession of Barber Lines?
7 A Well, all of the delivery books, after the
8 deliveries have been completed, they are sent to the
9 dock up to our office where we retain them for the
10 very reason that practically almost every consignee
11 writes in or calls in and wants a copy of the delivery
12 receipt, so we have to make photostats of them and
13 send them out. But the majority of instances, they
14 usually write in.
15 MR. WARNER: I gather, Mr. Shimshidian, if
16 I asked you for the TRAVIATA Voyage 5121 -- do you
17 have that here?
18 MR. SHIMSHIDIAN: The delivery book?
19 MR. WARNER: No, the voyage file.
20 MR. SHIMSHIDIAN: Barber's voyage file?
21 MR. WARNER: 5121.
22 MR. SHIMSHIDIAN: Let me refer to the Release.
23 TRAVIATA 5121?
24 MR. WARNER: Yes.
25 MR. SHIMSHIDIAN: That one wasn't even

2 discussed in the settlement.

3 MR. WARNER: It's the first one on the

4 schedule.

5 What about the next one, TAI PING Voyage

6 8061?

7 MR. SHIMSHIDIAN: No.

8 MR. WARNER: What about the TEMERAIRE

9 Voyage 8001?

10 MR. SHIMSHIDIAN: No.

11 MR. WARNER: What about the TOREADOR, 31B?

12 MR. SHIMSHIDIAN: No. That one couldn't

13 be located.

14 MR. WARNER: What about the TURANDOT, 19B?

15 MR. SHIMSHIDIAN: Yes, that one would be

16 here.

17 Do you want to go down the list?

18 MR. WARNER: What about TARANTEL, 11B?

19 Do you have that here?

20 MR. SHIMSHIDIAN: Yes.

21 MR. WARNER: What's the next one, TYR,

22 Voyage 2A?

23 MR. SHIMSHIDIAN: Yes, we have it here.

24 MR. WARNER: TOREADOR, 31A?

25 MR. SHIMSHIDIAN: Yes, we have.

2 MR. WARNER: What's the next one, TEMA, 17A?

3 MR. SHIMSHIDIAN: Yes, we have.

4 MR. WARNER: TITANIA, 16A?

5 MR. SHIMSHIDIAN: Yes, we have.

6 MR. WARNER: FERNLAND, 12A?

7 MR. SHIMSHIDIAN: Yes, we have.

8 MR. WARNER: TEMERAIRE, Number 5090?

9 MR. SHIMSHIDIAN: Yes, we have it here.

10 MR. WARNER: TORTUGAS, 3063?

11 MR. SHIMSHIDIAN: Yes, we have.

12 MR. WARNER: TEMERAIRE again, 5090?

13 MR. SHIMSHIDIAN: Yes, we have.

14 MR. WARNER: TAI PING, 5103?

15 MR. SHIMSHIDIAN: Yes, we have.

16 MR. WARNER: TAI PINK, 5088?

17 MR. SHIMSHIDIAN: Yes, we have it here.

18 MR. WARNER: TORTUGAS, 3063?

19 MR. SHIMSHIDIAN: Yes, we have.

20 MR. WARNER: TAI PING, Voyage 8043?

21 MR. SHIMSHIDIAN: Did you skip down?

22 MR. WARNER: TORTUGAS, 3063. You said yes.

23 Now TAI PING, Voyage 8043.

24 MR. SHIMSHIDIAN: Yes, we have.

25 MR. WARNER: What's this, FLORISTAN,

2 F-l-o-r-i-s-t-a-n, Voyage 8044?

3 MR. SHIMSHIDIAN: Yes, we have.

4 MR. WARNER: FLORISTAN, Voyage 8044?

5 MR. SHIMSHIDIAN: No, we don't have that one.

6 MR. WARNER: FERNGATE, Voyage 6037?

7 MR. SHIMSHIDIAN: No, we don't have that one.

8 MR. WARNER: ST. CONSTANTINE, Voyage 5113?

9 MR. SHIMSHIDIAN: No, we don't have that one.

10 MR. WARNER: ROSEVILLE --

11 MR. SHIMSHIDIAN: Did you say Voyage 5113

12 or Voyage 6037?

13 MR. WARNER: 5113. 6037 was the FERNGATE.

14 CONSTANTINE is 5113.

15 MR. SHIMSHIDIAN: No, we don't have that one.

16 MR. WARNER: What's the next one, ROSEVILLE,

17 R-o-s-e-v-i-l-l-e, Voyage 5104?

18 MR. SHIMSHIDIAN: Yes, we have that.

19 MR. WARNER: TRAVIATA, 5109?

20 MR. SHIMSHIDIAN: Yes, we have it.

21 MR. WARNER: FERNWAVE, 11A?

22 MR. SHIMSHIDIAN: Yes, we have it.

23 MR. WARNER: FERNGATE, Voyage 6021?

24 MR. SHIMSHIDIAN: Yes, we have it.

25 MR. WARNER: KINGSVILLE, Voyage 31A?

2 MR. SHIMSHIDIAN: Yes, we have it.

3 MR. WARNER: FERNLAND, 5057?

4 MR. SHIMSHIDIAN: Yes, we have it.

5 MR. WARNER: QUEENSVILLE, Voyage 29A?

6 MR. SHIMSHIDIAN: Yes, we have it.

7 MR. WARNER: FERNCLIFF, Voyage 23A?

8 MR. SHIMSHIDIAN: Yes.

9 MR. WARNER: FERNBROOK, Voyage 24A?

10 MR. SHIMSHIDIAN: Yes.

11 MR. WARNER: CORNEVILLE, 18A?

12 MR. SHIMSHIDIAN: Yes.

13 MR. WARNER: FERNCLIFF, Voyage 23A?

14 MR. SHIMSHIDIAN: Yes, we have it.

15 MR. WARNER: IOANNA, 3B.

16 MR. SHIMSHIDIAN: Yes, we have it.

17 MR. WARNER: FERNWOOD, 1A?

18 MR. SHIMSHIDIAN: Yes, we have it.

19 MR. WARNER: CORNEVILLE, 37B?

20 MR. SHIMSHIDIAN: Yes, we have it.

21 MR. WARNER: FERNGATE, 19B?

22 MR. SHIMSHIDIAN: Yes, we have it.

23 MR. WARNER: FERNBROOK, 18B?

24 MR. SHIMSHIDIAN: Yes, we have it.

25 MR. WARNER: QUEENSVILLE, Voyage 5031?

2 MR. SHIMSHIDIAN: Yes.

3 MR. WARNER: FERNGATE, Voyage 5080?

4 MR. SHIMSHIDIAN: Yes, we have it.

5 MR. WARNER: TORONTO, 3030?

6 MR. SHIMSHIDIAN: No, we don't have that.

7 MR. WARNER: JENS JOST, 3071?

8 MR. SHIMSHIDIAN: No, we don't have that one.

9 BY MR. WARNER:

10 Q I'm referring to Exhibit 4 for identifica-

11 tion, Mr. Schneider. I'm going to ask you, these are

12 your penciled notes?

13 A Yes.

14 Q When you -- not any particular one or if

15 you wish, you can take one, what did you do before

16 you prepared a memorandum on one of the ships there?

17 Did you review the file?

18 A No, I did not. I had a time finding the

19 files, all the files I could find with respect to

20 the claims against Pittston, and after I had consoli-

21 dated them, then I started to make the list of them.

22 And I gave a little brief resume as to what it

23 covered, that's all.

24 Q What was the basis of your resume? That's

25 exactly what I am getting at.

2 A The aspect of the claim referred to.

3 Q I assume you took the, one of these files

4 and perused it and synthesized what the issues were

5 and the amounts involved?

6 A That's right.

7 Q And why you thought Pittston should pay or

8 should not pay?

9 A That's right.

10 MR. WARNER: Which one is that one on top

11 there, may I take a look at it? Any one of them.

12 Q Who is Thorsen, your agent in Hong Kong?

13 A Yes. It's now Barber Lines.

14 Q In Hong Kong?

15 A Yes.

16 Q Were these files that you have before you

17 transmitted to Messrs. Haight at the time that they

18 were negotiating with Pittston?

19 A They were sent to Haight's office first

20 with a listing of claims which are outstanding.

21 Q How did they come back, were they sent back

22 to you by Haight's --

23 A They were sent back to me by Haight's

24 together with a -- subsequently, after the cases

25 had been closed.

2 Q Did Haight send you a covering letter when
3 they returned the files?
4 A I believe they did.
5 MR. WARNER: Do you have that, Mr. Shimshidian?
6 MR. SHIMSHIDIAN: Yes, I'm looking for it.
7 I don't seem to see it here.
8 THE WITNESS: Here we are. Here it is here.
9 "The above-captioned matter having been" --
10 this is a letter dated December 7, 1972 to my atten-
11 tion and the above-captioned matter -- it's marked
12 Barber Claims Versus Pittston.
13 "The above-captioned matter having been
14 concluded, we herewith return your claim file sent
15 to us on October 3, 1972, plus three additional
16 claims which we borrowed in connection with our
17 negotiation with Pittston Stevedores. We are still
18 defending the suit brought by Messrs. Hill Rivkins
19 against Barber Lines involving the TAGAYTAY, Voyage
20 30B, (Bill of Lading 491, our File 102-5905A).
21 Carbon copy of that was sent to Shipowners Claims
22 Bureau."
23 I recall the files being returned to me
24 under cover of a letter.
25 Q Did you ever get a bill from Haight for

2 sending this Release?

3 A Barber Line never received any billings

4 from Haight's office whatsoever on any matters.

5 Q Where did the bills go?

6 A I presume the Shipowners Claims Bureau.

7 Q Do I understand that when Barber needed

8 legal advice, in the first instance it would go to

9 Shipowners Claims Bureau and Shipowners Claims Bureau

10 would select counsel, more often than not Haight, and

11 send it over to them?

12 A That's right.

13 Q And all billings went directly --

14 A To Shipowners.

15 Q What about reports, did you get reports

16 directly from Haight or through Shipowners?

17 A No, through Shipowners. If we get them.

18 Q If you get them?

19 A If we get them. But with respect to bill-

20 ings, we never get any billings at all.

21 Q In the telexes you were testifying with

22 respect to a little earlier today, the yellow docu-

23 ments that are before you, there is a reference to

24 owners.

25 A Yes.

2 Q Does Barber own its ships?

3 A Barber Lines, yes, Oslo. It's a group of

4 owners.

5 Q What's the reference to owners? Does

6 Barber Lines --

7 A Barber Steamship Lines, New York, doesn't

8 own them.

9 Q Does it charter the ships from anybody?

10 A No, sir, it does not.

11 Q We have got these third party plaintiffs

12 here and the defendants. We got Wilh Wilhelmsen.

13 Who is Wilh Wilhelmsen? What's their role in this

14 thing?

15 A They are the owners of some of the ships.

16 Q Then there is Barber Steamship Lines, Inc.

17 That's your company?

18 A That's our company.

19 Q What do you do?

20 A We operate them.

21 Q Do you operate them --

22 A In the services. From New York to Far East.

23 From New York to West Africa. The Gulf to the Red Sea.

24 Q Your operation is limited to soliciting and

25 handling of cargo rather -- you have nothing to do

2 with the vessel itself, hiring the master and the crew
3 and that sort of thing?
4 A No, we do not.
5 Q You don't touch that?
6 A No.
7 Q Barber Lines A/S, what's their role in this?
8 A Well, they are in Oslo. Just what their
9 complete function is, I do not know. But they are
10 more or less the owners in Oslo, Barber Lines A/S.
11 Q Barber Lines A/S owns Barber Steamship Lines
12 in New York?
13 A No, sir, they do not.
14 Q They don't?
15 A No.
16 Q Who is Fearnley & Eager?
17 A They are owners of ships like the FERNGATE
18 and the FERNBROOK and the FERNGLEN.
19 Q Klaveness?
20 A They are the owners of the VILLBOEST, the VILLE BOATS 8/8
21 BONNEVILLE, the SUNNYVILLE.
22 Q Let's see if I understand you. I am not
23 trying to put words in your mouth. There is a group
24 of owners in Oslo who have gotten together and they
25 furnish the ships with the crews and everything else?

2 A Yes.

3 Q And there is an entity in Oslo known as

4 Barber A/S and you are not too sure what their role

5 is, but the Barber Steamship Lines, Inc., that's

6 your company here in New York, books cargo?

7 A Yes.

8 Q Carries it, arranges for its carriage aboard

9 these vessels?

10 A Collection of freight.

11 Q Collection of freight.

12 Who takes care of the stevedoring bills?

13 Who has the contract with the stevedore, Barber

14 Steamship Company, Incorporated?

15 A I believe the owners in Oslo do.

16 Q The owners themselves do that?

17 A That's right. That's right.

18 Q Does Barber Steamship Lines, Inc., the

19 New York entity, arrange for the bocking of cargo

20 in the Far East or the Red Sea or is that done

21 somewhere else?

22 A You mean homeward bound to New York?

23 Q Yes.

24 A I believe that's done in the East.

25 Q Subject to your control and supervision is

2 what I am getting at?

3 A It could be. I am not too sure.

4 Q You are not in the traffic department?

5 A I am not.

6 Q What services do you operate? I think

7 today there has been testimony about a Red Sea

8 service. Is there any other service?

9 A The Red Sea is the Near East.

10 Q You go out to the Far East with Barber?

11 A Yes.

12 Q How is that characterized, as the Far

13 Eastern service?

14 A Far East service.

15 Q Any other services?

16 A I understand there is a new service. It's

17 been inaugurated since I lfet. I think it's the

18 Barber Blue service or Blue Sea service. I'm not too

19 sure about it. I don't even know where it goes to.

20 They also go to West Africa. The Atlantic

21 ports to the West African ports and return.

22 Q Did you have the authority to settle claims

23 under a thousand dollars?

24 A Yes.

25 Q Where would you get the funds to settle the

2 claims?
3 A From our -- I would make a requisition for
4 a check and the company would pay it.
5 Q Out of New York, not out of Oslo?
6 A Out of New York. Out of New York. And
7 then, what I would do, I would assemble the file and
8 then I would transmit the check.
9 I would send the copy of the letter of
10 transmittal together with the complete file to the
11 accounting department and they take that to support
12 their accounting to owners.
13 When that's done, there was very little in
14 my file.
15 Q Any claim over a thousand dollars went to
16 Shipowners Claims Bureau for handling?
17 A Let me put it th. way. Suppose we had a
18 claim for, say, $3,000 and in my investigation I
19 found there was only liability in the amount of $300,
20 I would settle it.
21 Q In other words, the --
22 A But if the liability was in excess of a
23 thousand dollars, I, in turn, would send it over to
24 Shipowners.
25 Q In other words, if you construe the provable

2 damages to exceed $1,000, you would send it over
3 there?
4 A That's correct.
5 Q But if you had a $10,000 crate which you
6 knew the package limitation was applicable to, you
7 would pay the $500 yourself and that was the end of
8 it?
9 A That's right.
10 MR. WARNER: No further questions.
11 EXAMINATION BY MR. SHIMSHIDIAN:
12 Q Mr. Schneider, this list, Pittston's
13 Exhibit 4, were there any additional claims beside
14 this list that were covered in the Release?
15 A Yes, there were about four or five.
16 Q I show you this letter and listing of ships
17 and voyages which was marked Pittston's Exhibit 2 for
18 identification on May 7, 1974, and ask you, are there
19 any more listings on this list than are on Pittston's
20 Exhibit 4 at this examination?
21 A Yes. There is six additional claims.
22 Q Are they listed by ships and voyages and
23 amounts in the same manner as was in your own
24 handwriting?
25 A Yes. Except the last one and that pertains

2 to the TUGELA, Voyage 5117.

3 Q Mr. Warner left off in examining you with

4 respect to the files that are here today on the JENS

5 JOST. I refer to the Release and specifically Item

6 Number 44. Is that -- what is the vessel there?

7 A That's the TRAVIATA.

8 Q What voyage?

9 A Voyage 5109.

10 Q Is that on the listing?

11 A Yes.

12 Q That's been marked previously. When I say

13 marked previously, I mean on May 7th. Is that on the

14 list?

15 A Not on my pencil list.

16 Q No, but is it on this list that I am saying

17 -- this list here?

18 A No. No.

19 Q Let me rephrase that.

20 Is the vessel, the TRAVIATA, which is on

21 the Release, is that in your handwriting on this

22 exhibit which was previously marked on May 7th?

23 A It's not clear.

24 Q I will rephrase it.

25 The TRAVIATA, which is on the Release, you

2 see me pointing to the Release which was also
3 previously marked for identification?
4 A Yes.
5 Q Does that appear as part of an exhibit
6 which was marked on May 7, 1974, Pittston's Exhibit 2
7 for identification?
8 A Yes.
9 Q TRAVIATA, Voyage 5109, is that here today?
10 I show you this file here.
11 A Yes.
12 Q Going down the list carrying on as Mr. Warner
13 did, 45, the FERNSTATE?
14 A Yes.
15 Q Voyage 5559, is that here today?
16 MR. SHIMSHIDIAN: If it's not here, it's
17 not here.
18 Q Is that here?
19 A Apparently it's not here. FERNSTATE 1119
20 is not here.
21 Q Going down the list, TARANTEL, Voyage 5118,
22 is that here?
23 A That appears to be here, yes.
24 Q The next one, the FERNLAND, Voyage 4079?
25 A That's there.

2 Q That's here?

3 A Yes.

4 Q Number 48 on the Release was not discussed

5 in the settlement.

6 Number 49, the TRAVIATA, is that here?

7 A It doesn't show up 49 here.

8 Q I'm sorry, all right.

9 On the Release there is Numbers 49 to 52,

10 four vessels. Were they sent by your office to

11 Haight's office for discussions with the stevedore?

12 A I would say so, yes.

13 Q Are those files -- let me ask you this. Is

14 the TRAVIATA here?

15 A 5109?

16 No, the TRAVIATA is not there.

17 Q 5109.

18 MR. SHIMSHIDIAN: Off the record.

19 (Discussion off the record.)

20 BY MR. SHIMSHIDIAN:

21 Q Number 49, the TAGAYTAY, Voyage 30B, is

22 that here today?

23 A No.

24 Q Number 51, the TARANTEL, Voyage 5094?

25 A Yes.

2 Q Last, Number 52, the TRAVIATA, Voyage 5073,
3 is that here today?
4 A Yes.
5 Q Mr. Schneider, after these claims which
6 were sent by you to Haight's office for discussions
7 with Pittston Stevedores, did you partake in any
8 discussions whatsoever with respect to settlement
9 of these claims?
10 A None whatsoever.
11 Q Did you have any discussion with Miss O'Keefe
12 of Pittston Stevedores with respect to these claims?
13 A None whatsoever.
14 Q What kind of service did Pittston Stevedores
15 provide for Barber Steamship Lines?
16 A Can you specify?
17 Q Well, were they at Pier 9-A, did your
18 company engage Pittston Stevedores to do certain
19 work?
20 A Well, I'm not sure with respect to the
21 complete operation on that.
22 Q Do you know if Pittston Stevedores were a
23 stevedoring company?
24 A Yes, they were.
25 Q Were they also a terminal operator?

2 A Yes, they were.

3 Q Did Pittston Stevedores accept cargo for

4 shipments out of New York on behalf of Barber Steam-

5 ship Line?

6 A Yes.

7 Q Did Pittston Stevedores discharge and

8 deliver shipments that were brought to New York on

9 behalf of Barber Steamship Lines?

10 A Yes.

11 Q Do you know of your own knowledge today

12 whether Captain Sohoel is still employed by Barber

13 Steamship Lines?

14 A No, I do not know. I have been away since

15 January 31st of this year and I do not know where he

16 is at the moment. He could be there, but I don't

17 know.

18 Q Is this the first time that you have been

19 called back into New York since your retirement?

20 A Yes, it is.

21 Q Mr. Schneider, at the time that these claims

22 were sent over to Haight's office for discussions with

23 Pittston, were there any other claims or suits out-

24 standing between Barber and Pittston Stevedoring

25 Company?

2 A There may be some, but I do not have any
3 record. I do not know the exact record of them. I'm
4 quite sure there were some.
5 Q Mr. Schneider, I show you a summons and
6 Complaint filed in the District Court pertaining to
7 the TORONTO case and I see on the top, received
8 8/8/72 and a signature. Do you recognize that?
9 A Yes, I was not in the office when this was
10 received. It was received by Mr. William Westcott,
11 who was in my office, and it was received in my
12 office on August 8, 1972.
13 Q Who is Mr. Westcott?
14 A He is one of my assistants.
15 Q He is in claims?
16 A Yes.
17 Q Prior to August 8, 1972, had you been
18 discussing this case with anybody from Sprague &
19 Rhodes Company or their underwriters?
20 A To the best of my ability, no.
21 Q Prior to August 8, 1972?
22 A I don't recall. I don't recall.
23 Q I show you Plaintiff's Exhibit 1, which was
24 -- Pittston's Exhibit 1, which was marked at this
25 examination, and ask you again the question, did you

2 -- it's addressed to Mr. Herbert, but were you aware
3 of this suit in October -- of this claim on October
4 15, 1971?
5 A In all probability, this was turned over to
6 me by the inward freight department and I automatically
7 would contact the delivery clerk to find out what the
8 delivery records would indicate.
9 Q You testified as to the delivery records
10 and as to Bill of Lading 6 and six open and Bill of
11 Lading 5, two open. Would that have been a large suit
12 or a large claim with respect to the number of bags of
13 coffee which --
14 A No, say about $400, the most. About $400
15 estimated.
16 Q So this would have been a small claim?
17 A That's right.
18 Q It would have been a claim you wouldn't
19 have notified Shipowners Claims Bureau about as you
20 previously testified?
21 A No.
22 Q When did you first become aware that it
23 became a large claim or that it is a large claim?
24 A Not until I received the claim from Chubb,
25 and I have reason to believe that I wrote Chubb and

2 in all probability I may have made a photostat of
3 the delivery record which I automatically would do,
4 pointing out that our records indicate no such
5 shortage as they claimed.
6 Q Did you write to Chubb?
7 A I have reason to believe that I would have.
8 Q Did Chubb write back to you, do you know?
9 A I do not know.
10 Q With respect to the memo from Mr. Shields
11 dated August 1st which was marked for identification,
12 did this talk about claims which you had presently in
13 your office?
14 A Yes.
15 Q Would you have considered the TORONTO case
16 a claim to be presently in your office on August 1,
17 1972?
18 A No.
19 Q Mr. Schneider, did you review yourself
20 these telexes? Do these telexes refresh your recol-
21 lection that's been marked today for identification?
22 A I looked at them, yes.
23 Q There is Schneider written here?
24 A That's right. Every morning a batch of
25 cables and telexes are made up and that would be the

2 covering telex and they would be stapled and sent in
3 to me.
4 Q So is it from these telexes that it was
5 your understanding that the, these claims were being
6 settled as an offset against monies that were due and
7 owing to Pittston Stevedores?
8 A Yes.
9 Q And did those monies realized from those
10 claims, was that specifically limited to the claims --
11 MR. WARNER: I object. You are leading
12 the witness --
13 MR. SHIMSHIDIAN: It's cross-examination.
14 I have a right to lead the witness.
15 MR. WARNER: It's not cross-examination.
16 It's your client.
17 MR. SHIMSHIDIAN: I am cross-examining him.
18 You examined him. You can object, Bill.
19 MR. WARNER: I am objecting as to the form
20 of the question.
21 MR. SHIMSHIDIAN: Can you repeat the
22 question.
23 MR. WARNER: It amounts to testifying on
24 your part.
25 (Record read.)

2 MR. WARNER: I object as to the form of
3 the question.
4 BY MR. SHIMSHIDIAN:
5 Q Were the monies realized, namely $45,000
6 from Pittston Stevedores, did you receive that in
7 your office?
8 A Yes.
9 Q From what source did this money come from
10 -- I will rephrase that.
11 What does the $45,000 represent? Or what
12 did the $45,000 represent?
13 A It represented settlement of the claims
14 which are listed on the -- my penciled copy of claims
15 which I have listed there.
16 Q Anything additional to the penciled copies?
17 A There were four or five additional claims
18 listed, yes.
19 Q Is it correct to state it represents the 52
20 that are listed on the Release?
21 A That's correct. Only those. Only has
22 reference to those.
23 Q When you got this memorandum from
24 Mr. Shields, what did you do?
25 A I started collecting the claims that I had

2 outstanding against Pittston --

3 Q These claims that were in your office?

4 A Yes. And that's the reason I started to

5 write them up in pencil, because I had to dig them

6 out and I wrote them up as you see there, and then

7 after they were written up, I had the listing typed

8 up and sent over to Shipowners Claims Bureau.

9 And then subsequently the listing, I

10 believe, together with all the claims, were sent

11 over to Messrs. Haight.

12 Q Did you have any conversations with

13 Miss O'Keefe while you were compiling these lists?

14 A None.

15 Q These monies were for outstanding claims

16 that you had against Pittston or that you thought

17 you had recovery against Pittston for; is that

18 correct?

19 MR. WARNER: I object as to the form of

20 the question.

21 A That's right.

22 Q Mr. Schneider, does Barber Steamship Lines

23 deliver cargo on the piers or does Pittston Stevedoring

24 Company deliver cargoes?

25 A Pittston Stevedoring delivers cargo.

2 Q Is it correct to say you get copies of all
3 the delivery tallies and receipts and delivery books
4 at the conclusion --
5 A We get the delivery -- the books and the
6 tallies only.
7 Q How about the --
8 A In some instances we get the delivery orders.
9 Q In what instances do you get delivery orders?
10 A Sometimes they are attached to the delivery
11 tallies.
12 Q This is just in some instances?
13 A That's right.
14 Q Normally you don't get delivery orders?
15 A Not always. Maybe they have changed a
16 little bit now. I don't know.
17 Q Mr. Schneider, did you ever hear the
18 expression cross delivery?
19 A Quite a number of times.
20 Q Can you tell us, what is a cross delivery?
21 A When you -- we have cargo A and B. You
22 deliver B to A, and A to B. That's a cross delivery.
23 Q When you say you deliver, as far as this
24 case is concerned, who would be doing the delivering?
25 A That would be the stevedores on the pier.

2 Q Has this happened before in coffee cases?

3 A Oh, yes, it happens any number of times.

4 Sometimes it's so small, the consignees don't say

5 anything.

6 MR. SHIMSHIDIAN: I have nothing.

7 MR. WARNER: No further questions.

8 The deposition is adjourned sine die.

9 * * *

10

11

12

13 Subscribed and sworn to before me

14 this 7th day of January 1975

15

16 Lila M. Weber

17 LILA M. WEBER
NOTARY PUBLIC OF NEW JERSEY
18 Expiration date: March 19, 1979

19

20

21

22

23

24

25

2 CERTIFICATE

3 STATE OF NEW YORK)
) ss.
4 COUNTY OF NEW YORK)

5 I, LEON ZUCK, a Certified Shorthand
6 Reporter and Notary Public within and for the
7 State of New York, do hereby certify:

8 That EDMUND J. SCHNEIDER, the witness
9 whose deposition is hereinbefore set forth, was
10 duly sworn by me and that such deposition is a
11 true record of the testimony given by such
12 witness.

13 I further certify that I am not related
14 to any of the parties to this action by blood or
15 marriage, and that I am in no way interested in
16 the outcome of this matter.

17 In witness whereof, I have hereunto set
18 my hand this 26 day of November 1974.

19

20 Leon Zuck
LEON ZUCK

21

22

23

24

25

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